



AGENDA

GARDNER CITY COUNCIL

City Hall – 120 East Main Street -- Gardner, Kansas
Monday, March 7, 2022, 7:00 p.m.

**If you wish to provide written public comment regarding any items below by email, please provide them by noon on March 7, 2022 to cityclerk@gardnerkansas.gov. The meeting will be open to the public **

**Watch this meeting live on the City's YouTube channel at
<https://www.youtube.com/user/CityofGardnerKS> **

CALL TO ORDER

PLEDGE OF ALLEGIANCE

PRESENTATIONS

1. Johnson County Transit – Pilot Program

PUBLIC HEARINGS

PUBLIC COMMENTS

Members of the public are welcome to use this time to make comments about City matters or items on the agenda that are not part of a public hearing

CONSENT AGENDA

1. Standing approval of the minutes as written for the regular meeting on February 21, 2022.
2. Standing approval of City expenditures prepared February 18, 2022 in the amount of \$118,413.91, February 18, 2022 in the amount of (-\$6,656.84), and February 25, 2022 in the amount of \$431,875.96
3. Consider authorizing the City Administrator to enter into a contract with HPI Energy for Phase 2 of the Gas Turbine Control Systems Upgrade
4. Consider authorizing the City Administrator to execute a contract for the Prairie Trace West Lift Station, Project No. ED2001, in the amount of \$907,192.00
5. Consider authorizing an agreement with the Gardner Chamber of Commerce
6. Consider authorizing appointments to the Utility Advisory Commission
7. Consider authorizing reappointments to the Economic Development Advisory Committee
8. Consider authorizing an appointment to the Planning Commission
9. Consider authorizing the appointment of a Lead City Prosecutor
10. Consider authorizing the appointment of a City Prosecutor
11. Consider authorizing the execution of agreements between WaterOne and the City of Gardner to create two special benefit districts (Grata)
12. Consider authorizing the execution of a contract with Riverside Strategic Solutions, LLC for consulting services
13. Consider authorizing an amendment with Affinis Corp. to provide additional design services for the Waverly Road, 175th Street to Madison project

PLANNING & ZONING CONSENT AGENDA

COMMITTEE RECOMMENDATIONS

OLD BUSINESS

NEW BUSINESS

1. Consider adopting an ordinance adopting a City of Gardner Base Salary Structure and City of Gardner Sworn Officer Salary Structure- Fiscal Year 2022, as well as approving a Cost of Living Adjustment for all City employees and an updated compensation plan for Sworn Officers of the Gardner Police Department

COUNCIL UPDATES – Oral presentation unless otherwise noted

EXECUTIVE SESSION

ADJOURNMENT



In compliance with the Americans with Disabilities Act, the City of Gardner will provide reasonable accommodations for all public meetings. Persons requiring accommodations in attending any of our public meetings should contact the City Clerk's Office at 913-856-0945 a minimum of 48 hours prior to the meeting.

COUNCIL ACTION FORM

PRESENTATION ITEM NO. 1

MEETING DATE: MARCH 7, 2022

STAFF CONTACT: DAVID KNOPIK, COMMUNITY DEVELOPMENT DIRECTOR

Agenda Item: Johnson County Transit Pilot Projects Presentation

Strategic Priority: Economic Development

Department: Community Development

Background/Description of Item:

Near the end of 2021 the Johnson County Board of County Commissioners approved Pilot Projects related to the provision of transit service in Johnson County. These projects involve the provision of Commuter Express, Local Fixed Route and Micro Transit services. Josh Powers, Business Liaison, Johnson County is providing an overview presentation of the Pilot Projects and next steps anticipated to occur in 2022.

**RECORD OF PROCEEDINGS OF THE GOVERNING BODY
CITY OF GARDNER, KANSAS**

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February 21, 2022

The City Council of the City of Gardner, Kansas met in regular session on February 21, 2022, at 7:00 p.m. in the Council Chambers at Gardner City Hall, 120 East Main Street, Gardner, Kansas, with Mayor Todd Winters presiding. Present were Councilmembers Mark Baldwin, Steve Shute, Kacy Deaton, Tory Roberts, and Erik Van Potter. City staff present were City Administrator Jim Pruetting; Deputy City Administrator Amy Nasta; Finance Director Matthew Wolff; Police Chief James Belcher; Utilities Director Gonz Garcia; Parks Director Jason Bruce; Community Development Director David Knopick; Public Works Director Kellen Headlee; City Attorney Ryan Denk; and City Clerk Sharon Rose. Others present included those listed on the sign-in sheet and others who did not sign in.

There being a quorum of Councilmembers present, Mayor Winters called the meeting to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE

Mayor Winters led those present in the Pledge of Allegiance.

PRESENTATIONS

PUBLIC HEARINGS

PUBLIC COMMENTS

No members of the public came forward.

CONSENT AGENDA

1. **Standing approval of the minutes as written for the regular meeting on February 7, 2022**
2. **Standing approval of City expenditures prepared January 31, 2022 in the amount of \$113.75; February 4, 2022 in the amount of \$422,109.35; and February 11, 2022 in the amount of \$487,243.18**
3. **Consider authorizing an agreement with the Southwest Johnson County Economic Development Corporation**
4. **Consider authorizing the execution of contracts to purchase chemicals for the Hillsdale Water Treatment Plant**
5. **Consider authorizing the execution of a lease contract to replace two specialty vehicles**
6. **Consider authorizing the execution of an Ownership Authorization letter acknowledging the ownership of a small parcel of land at Gardner Lake**
7. **Consider an appointment to the Airport Advisory Board**
8. **Consider accepting the dedication of right-of-way easements for the 167th and Kill Creek Intersection Project**

Councilmember Shute asked to remove item 5 from the Consent Agenda.

Councilmember Baldwin made a motion to approve items 1-4 and 6-8 on the Consent Agenda.

Councilmember Shute Seconded.

With all of the Councilmembers voting in favor of the motion, the motion carried.

Discussion of item 5, Consider authorizing the execution of a lease contract to replace two specialty vehicles:

Councilmember Shute asked about the nature of the vehicles and if this is a lease purchase or a term lease.

Utilities Director Garcia said the vehicles are service bucket trucks. They are the smaller bucket trucks used daily for most services. Garcia said these are term leases and they include maintenance items except wear and tear.

Councilmember Shute made a motion to authorize the City Administrator to execute an agreement with Altec Capital to replace two (2) Small Aerial Lift Trucks in the lease program for four additional years at a monthly lease rate of \$4,053.83 per month (\$48,645.96 per year) per truck excluding taxes, licensing fees, and delivery charges.

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Councilmember Baldwin Seconded.

With all of the Councilmembers voting in favor of the motion, the motion carried.

PLANNING & ZONING CONSENT AGENDA

COMMITTEE RECOMMENDATIONS

OLD BUSINESS

NEW BUSINESS

1. Consider adopting a resolution approving the execution and delivery of a Second Amended and Restated Development Agreement for a development project within the City (GRATA Development)

Finance Director Matt Wolff said at the October 19, 2020 meeting, council adopted Resolution No. 2068 authorizing the execution and delivery of a first amended and restated development agreement with GRATA Development (Developer) for a mixed-use development located at 175th Street and Clare Road. The proposed resolution authorizes the execution and delivery of a Second Amended and Restated Development Agreement. The main changes include removing the developer's de-annexation remedy, removing the issuance of CID bonds and the payment of associated interest, increasing the Common CID Cap to allow for additional reimbursement expense in lieu of interest, and clarifying infrastructure milestones in regard to phasing. Increases to the Common CID Cap are to allow additional reimbursable expenses in lieu of interest and is consider a neutral change to the overall level of incentives to the developer.

The city's bond counsel, Tyler Ellsworth, Kutak Rock, reiterated that the development agreement being considered tonight has no net financial impact to the city. The existing agreement provides for reimbursement to the developer of principal and interest for certain project costs. The amended and restated agreement increases the principal component, but removes the interest component. The new agreement is the economic equivalent of the existing agreement.

Councilmember Shute asked how this will lock the city and Grata into long-term relationship. Ellsworth said there are milestones for both the city and Grata. They are two years in and this agreement clarifies milestones. The agreement memorializes where they are in the process. This agreement removes the de-annexation remedy. It also provides an economic equivalent to the interest component that was removed.

Mayor Winters thanked Mr. Ellsworth and staff for their work on this agreement.

Councilmember Shute made a motion to adopt a resolution of the City of Gardner, Kansas, approving the execution and delivery of a Second Amended and Restated Development Agreement for a development project within the City (GRATA Development).

Councilmember Baldwin Seconded.

With all of the Councilmembers voting in favor of the motion, the Resolution passed and was assigned Resolution number 2101.

Van Potter:	Yes
Baldwin:	Yes
Deaton:	Yes
Roberts:	Yes
Shute:	Yes

2. Consider authorizing the execution of a contract for Substation 4 site location, land acquisition, and preliminary design

Utilities Director Gonz Garcia said in 2006, Meers Engineering performed an Electric Master Plan that included a new substation along Cedar Niles Rd. Due to a series of annexations over the past few years, the current city limits

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have been extended to 199th Street. To accommodate the future growth of this area, a new substation will be needed. Staff solicited a Request for Qualifications and received five responses. The selection committee scored the responses and selected Olsson. Olsson proposed the project in two phases. The first phase would identify the side location for the substation. The second phase would be a preliminary design of the substation.

Austin Jueneman, Olsson Associates, said he is excited to partner with the city on this project and preliminary design.

Mayor Winters asked what the cost might be for substation construction. Director Garcia said substation 3 was about \$3.5 Million in 2006. Potter, so 8 mil today. Councilmember Shute asked if there is a general location. Garcia said there is a transmission line crossing on 183rd and they would need to connect with that.

Councilmember Baldwin made a motion to authorize the City Administrator to execute a contract with Olsson, Inc., in the amount of \$130,970 for the site location, land acquisition, and preliminary design of Substation 4.

Councilmember Deaton Seconded.

With all of the Councilmembers voting in favor of the motion, the motion carried.

3. Consider accepting a voluntary annexation with landowner consent

City Administrator Jim Pruetting said there is a tract of land east of McDonald's that is already annexed into the city. The same owners submitted a voluntary annexation request for the next tract east bounded by the highway for continuity in the land they already own.

Councilmember Deaton made a motion to accept the Voluntary Consent Annexation request of the Jean Louise Gilmore, Arnold E. Johnson, and Lynn A. Johnson property and adopt an ordinance annexing land to the City of Gardner, Kansas.

Councilmember Baldwin Seconded.

With all of the Councilmembers voting in favor of the motion, the Ordinance passed and was assigned Ordinance number 2726.

Baldwin:	Yes
Deaton:	Yes
Roberts:	Yes
Shute:	Yes
Van Potter:	Yes

COUNCIL UPDATES

Chief Belcher thanked staff who moved snow during the last snow event. It was a big event, and staff made it better for everyone. Councilmember Shute particularly thanked PW for pushing snow into the center of his cul-de-sac and not on to the side of the street.

City Clerk Rose said there are vacancies on the interview teams for the various boards/commissions/committees. Through the discussion, it was decided that Councilmember Baldwin would serve the Airport Advisory Board (AAB), the Parks Advisory Committee (PRAC), the Public Works and Accessibility Advisory Committee (PWAAC), and the Utility Advisory Commission (UAC). Councilmember Shute would serve the AAB, Economic Development Advisory Committee (EDAC), and the Planning Commission. Councilmember Deaton would serve the Citizens Police Advisory Committee (CPAC) and the UAC. Councilmember Potter would serve the CPAC, EDAC and PRAC committees, and Councilmember Roberts would serve the Planning Commission and PWAAC committees.

Director Bruce said staff has been busy conducting seasonal interviews and gearing up for spring sports.

Director Knopick said they will have a Planning Commission meeting next Monday.

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City Administrator Pruetting said he and the Mayor met with KDOT to advocate for access points on Gardner Road. KDOT was not receptive. Pruetting said they will continue to work at a staff level. Councilmember Roberts said they should maintain all access points. Mayor Winters said it is KDOT right-of-way. Councilmember Baldwin asked if they could temporarily not do the median. Pruetting said engineering staff are working on that with local contacts. Director Headlee said staff met with all major stake holders. KDOT and the design team have received all input and will come back with compromise. Councilmember Deaton asked if they could start work without the city signing off on it. Pruetting said they committed to the project 2 years ago and are 40% through the design phase. They don't believe the ultimate buildout would happen for 10-15 years. Baldwin said the construction in 2024 affects the gas station immediately. Pruetting said the access is pivoted to 188th and who builds the access. Winters said KDOT is not receptive to delaying the median. Roberts said the presentation didn't seem like a good fit for the businesses or residents.

Councilmember Deaton thanked staff for snow response; it was a big snow event. Deaton noted that Gardner roads were better than other areas of the metro.

Councilmember Van Potter seconded Deaton regarding snow removal.

EXECUTIVE SESSION

ADJOURNMENT

There being no further business to come before the Council, on a motion duly made by Councilmember Shute and seconded by Councilmember Deaton the meeting adjourned at 7:32p.m.

City Clerk

VEND NO	SEQ#	VENDOR NAME	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE		VOUCHER P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO		NO NO						AMOUNT
0002636	00	ALTEC CAPITAL SERVICES, LLC						
01404014		000226	00	02/18/2022	501-4130-441.44-02	LEASE #401	EFT:	3,645.52
01404015		000226	00	02/18/2022	501-4130-441.44-02	LEASE #413	EFT:	4,620.94
01404016		000226	00	02/18/2022	501-4130-441.44-02	LEASE #402 AND #405	EFT:	5,821.88
01404017		000226	00	02/18/2022	501-4130-441.44-02	LEASE #432	EFT:	3,440.80
01404018		000226	00	02/18/2022	501-4130-441.44-02	LEASE #403	EFT:	3,459.41
						VENDOR TOTAL *	.00	20,988.55
0000056	00	AMERICAN EQUIPMENT CO.						
44229		000210	00	02/18/2022	001-3120-431.52-16	PLOW PARTS	EFT:	2,686.49
44135		000210	00	02/18/2022	001-6120-461.43-02	SNOW EQUIPMENT REPAIRS	EFT:	74.79
						VENDOR TOTAL *	.00	2,761.28
0005073	00	AMERICAN MESSAGING SERVICES						
E1400027WB		000210	00	02/18/2022	001-3120-431.40-03	MONTHLY BILLING	EFT:	10.30
E1400027WB		000210	00	02/18/2022	521-4220-442.40-03	MONTHLY BILLING	EFT:	47.12
E1400027WB		000210	00	02/18/2022	521-4230-442.40-03	MONTHLY BILLING	EFT:	7.30
E1400027WB		000210	00	02/18/2022	531-4320-443.40-03	MONTHLY BILLING	EFT:	38.91
E1400027WB		000210	00	02/18/2022	531-4330-443.40-03	MONTHLY BILLING	EFT:	7.30
						VENDOR TOTAL *	.00	110.93
0003954	00	AMERICAN PAYMENT CENTERS, LLC						
63748		000212	00	02/18/2022	604-1320-413.44-02	QUARTERLY PAYMENT	EFT:	312.00
						VENDOR TOTAL *	.00	312.00
0099999	00	ANDREW AND MIRANDA WAYMAN						
28740 W 199TH		000208	00	02/18/2022	001-1130-411.58-00	ANNEXATION REBATE	679.43	
						VENDOR TOTAL *	679.43	
0001986	00	ANIXTER, INC.						
5113704-06		000210	00	02/18/2022	501-4130-441.52-31	SUPPLIES	EFT:	136.43
5206237-01		000210	00	02/18/2022	501-4130-441.52-31	SUPPLIES	EFT:	235.37
5205374-00		000210	00	02/18/2022	501-4130-441.52-31	LINE HARDWARE	EFT:	1,198.20
5113704-02		000210	00	02/18/2022	501-4130-441.52-31	SUPPLIES	EFT:	10.27
5014501-00		PI0088 007918	00	02/03/2022	501-4130-441.52-31	TRANSFORMER	EFT:	18,490.33
5192778-00		000226	00	02/18/2022	501-4130-441.52-31	SUPPLIES	EFT:	472.93
5179162-01		000226	00	02/18/2022	501-4130-441.52-02	SUPPLIES	EFT:	245.66
5184176-00		000226	00	02/18/2022	501-4130-441.52-31	SUPPLIES	EFT:	243.03
5189722-03		000226	00	02/18/2022	501-4130-441.52-31	SUPPLIES	EFT:	1,875.70
5189722-04		000226	00	02/18/2022	501-4130-441.52-31	SUPPLIES	EFT:	1,806.70
5169415-01		000226	00	02/18/2022	501-4130-441.52-31	SUPPLIES	EFT:	802.98
5195805-03		000226	00	02/18/2022	501-4130-441.52-31	SUPPLIES	EFT:	1,062.45
5198995-00		000226	00	02/18/2022	501-4130-441.52-31	SUPPLIES	EFT:	2,067.54
						VENDOR TOTAL *	.00	28,647.59
0000295	00	ASPLUNDH TREE EXPERT CO. INC.						
55148822		PI0091 007725	00	01/28/2022	501-4130-441.31-15	TREE TRIMMING	EFT:	4,688.40
						VENDOR TOTAL *	.00	4,688.40
0004860	00	AT&T MOBILITY						

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004860 02082022	00	AT&T MOBILITY 000216	00	02/18/2022	001-2110-421.40-03	MONTHLY BILLING	1,950.35	
						VENDOR TOTAL *	1,950.35	
0005014 19875	00	ATTIC STORAGE OF GARDNER 000210	00	02/18/2022	001-6110-461.44-02	MONTHLY RENT	EFT:	912.00
						VENDOR TOTAL *	.00	912.00
0099999 000067967	00	B R S REAL ESTATE, LLC UT	00	02/16/2022	501-0000-229.00-00	FINAL BILL REFUND	45.58	
						VENDOR TOTAL *	45.58	
0099999 000068069	00	BALLANTYNE, MISTY UT	00	02/15/2022	501-0000-229.00-00	FINAL BILL REFUND	85.67	
						VENDOR TOTAL *	85.67	
0099999 000001581	00	BINKLEY, JASON P UT	00	02/15/2022	501-0000-229.00-00	FINAL BILL REFUND	78.38	
						VENDOR TOTAL *	78.38	
0000001 313014430	00 0222	CENTURYLINK 000226	00	02/18/2022	521-4220-442.40-03	MONTHLY BILLING	349.31	
						VENDOR TOTAL *	349.31	
0002321 OLA/060249	00	CES 000226	00	02/18/2022	501-4120-441.31-15	FIRE EXTINGUISHERS	EFT:	85.00
						VENDOR TOTAL *	.00	85.00
0005198 0108210020422	00	CHARTER COMMUNICATIONS 000216	00	02/18/2022	602-1340-413.47-05	MONTHLY BILLING	EFT:	42.77
						VENDOR TOTAL *	.00	42.77
0000288 510330	00	CROFT TRAILER SUPPLY, INC. 000226	00	02/18/2022	501-4130-441.52-04	SWIVEL JACK	EFT:	89.71
						VENDOR TOTAL *	.00	89.71
0099999 104557	00	DEXTER SANTIAGO STARR 000223	00	02/18/2022	001-0000-349.01-00	CASH REFUND	100.00	
						VENDOR TOTAL *	100.00	
0099999 000034115	00	DT FITNESS, INC UT	00	02/15/2022	501-0000-229.00-00	MANUAL CHECK	53.21	
						VENDOR TOTAL *	53.21	
0099999 000065875	00	DUBOIS, CHRISTIAN UT	00	02/15/2022	501-0000-229.00-00	FINAL BILL REFUND	44.00	
						VENDOR TOTAL *	44.00	
0005211 00571772	00	EASY ICE, LLC 000218	00	02/18/2022	001-3120-431.44-02	ICE MACHINE RENTAL	EFT:	34.34

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005211	00	EASY ICE, LLC						
00571771		000218	00	02/18/2022	501-4130-441.44-02	ICE MACHINE RENTAL	EFT:	101.76
00571772		000218	00	02/18/2022	521-4230-442.44-02	ICE MACHINE RENTAL	EFT:	34.35
00571772		000218	00	02/18/2022	531-4330-443.44-02	ICE MACHINE RENTAL	EFT:	34.35
						VENDOR TOTAL *	.00	204.80
0002956	00	FASTENAL CO.						
KSKA3146052		000226	00	02/18/2022	501-4130-441.52-12	BATTERIES	EFT:	9.18
KSKA3146064		000226	00	02/18/2022	521-4230-442.52-32	SMART METER	EFT:	68.80
						VENDOR TOTAL *	.00	77.98
0000086	00	GALLS, LLC						
020398790		000217	00	02/18/2022	001-2120-421.53-02	CLOTHING	EFT:	86.36
						VENDOR TOTAL *	.00	86.36
0001101	00	GARDNER DISPOSAL SERVICE, INC.						
01-0000274	0222000216		00	02/18/2022	603-3150-431.40-02	MONTHLY BILLING	EFT:	25.00
01-0000274	0222000216		00	02/18/2022	603-3150-431.40-02	MONTHLY BILLING	EFT:	23.34
01-0000274	0222000216		00	02/18/2022	603-3150-431.40-02	MONTHLY BILLING	EFT:	23.33
01-0000274	0222000216		00	02/18/2022	603-3150-431.40-02	MONTHLY BILLING	EFT:	23.33
01-0000274	0222000216		00	02/18/2022	603-3150-431.40-02	MONTHLY BILLING	EFT:	129.00
01-0000274	0222000216		00	02/18/2022	603-3150-431.40-02	MONTHLY BILLING	EFT:	30.00
01-0000274	0222000216		00	02/18/2022	603-3150-431.40-02	MONTHLY BILLING	EFT:	25.00
01-0000274	0222000216		00	02/18/2022	603-3150-431.40-02	MONTHLY BILLING	EFT:	36.00
01-0000274	0222000216		00	02/18/2022	603-3150-431.40-02	MONTHLY BILLING	EFT:	30.00
01-0000274	0222000216		00	02/18/2022	603-3150-431.40-02	MONTHLY BILLING	EFT:	25.00
01-0000274	0222000216		00	02/18/2022	603-3150-431.40-02	MONTHLY BILLING	EFT:	25.00
01-0000274	0222000216		00	02/18/2022	603-3150-431.40-02	MONTHLY BILLING	EFT:	36.00
01-0000274	0222000216		00	02/18/2022	603-3150-431.40-02	MONTHLY BILLING	EFT:	16.00
						VENDOR TOTAL *	.00	415.00
0005089	00	GOTTA-GO, LLC						
21863		000226	00	02/18/2022	521-4220-442.31-15	PUMPED SEPTIC TANK	EFT:	400.00
						VENDOR TOTAL *	.00	400.00
0000181	00	GRAINGER						
9169151942		000226	00	02/18/2022	521-4220-442.52-20	SUPPLIES	EFT:	148.30
9202681830		000226	00	02/18/2022	521-4220-442.52-12	SUPPLIES	EFT:	43.53
9188523360		000226	00	02/18/2022	521-4220-442.52-12	SUPPLIES	EFT:	27.18
9053923844		000226	00	02/18/2022	521-4220-442.52-12	SUPPLIES	EFT:	132.50
9185875573		000226	00	02/18/2022	521-4220-442.52-12	SUPPLIES	EFT:	156.12
						VENDOR TOTAL *	.00	507.63
0099999	00	GRANT, JAMES						
000065815		UT	00	02/15/2022	501-0000-229.00-00	FINAL BILL REFUND	35.04	
						VENDOR TOTAL *	35.04	
0001840	00	GT DISTRIBUTORS INC						
INV0887497		000216	00	02/18/2022	001-2120-421.61-09	GUNS AND ACCESSORIES	EFT:	3,898.66
						VENDOR TOTAL *	.00	3,898.66
0004720	00	HAMM, INC.						

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004720 430486	00	HAMM, INC. 000226	00	02/18/2022	501-4130-441.52-12	SCREENINGS	179.46	
						VENDOR TOTAL *	179.46	
0000481 1500332623	00	HOLLIDAY SAND AND GRAVEL 000219	00	02/18/2022	001-3120-431.47-38	SPOILS	EFT:	214.50
						VENDOR TOTAL *	.00	214.50
0099999 100491	00	JAMAIYA D MONK 000224	00	02/18/2022	001-0000-228.30-00	BOND REFUND	60.00	
						VENDOR TOTAL *	60.00	
0004281 PER DIEM	00	JOHNSON, GABRIEL 000218	00	02/18/2022	521-4230-442.46-01	WWETT SHOW 2022	296.70	
						VENDOR TOTAL *	296.70	
0099999 000067165	00	JONES, BRIAN UT	00	02/15/2022	501-0000-229.00-00	FINAL BILL REFUND	34.84	
						VENDOR TOTAL *	34.84	
0001439 42126	00	KANSAS JUDICIAL COUNCIL 000226	00	02/18/2022	001-1330-413.46-02	MANUAL SUPPLEMENT	45.00	
						VENDOR TOTAL *	45.00	
0000112 2010252	00	KANSAS ONE-CALL SYSTEM, INC. 000219	00	02/18/2022	001-3120-431.31-15	STORMWATER LOCATING SERV.	EFT:	54.60
2010253		000219	00	02/18/2022	501-4130-441.40-06	LOCATES	EFT:	8.40
2010252		000219	00	02/18/2022	501-4130-441.40-06	ELECTRIC LOCATING SERVICE	EFT:	54.60
2010252		000219	00	02/18/2022	521-4230-442.40-06	WATERLINE LOCATING SERV.	EFT:	54.60
2010254		000219	00	02/18/2022	531-4320-443.31-15	LOCATES	EFT:	9.60
2010252		000219	00	02/18/2022	531-4330-443.40-06	SEWERLINE LOCATING SERV.	EFT:	54.60
						VENDOR TOTAL *	.00	236.40
0001446 EMP1-GD-2021-12007239	00	KMEA EMP #1 OPERATING ACCT 000225	00	02/18/2022	501-0000-351.13-00	MONTHLY BILLING	EFT:	135,790.93-
EMP1-GD-2022-01000225		000225	00	02/18/2022	501-0000-351.13-00	MONTHLY BILLING	EFT:	229,452.01-
EMP1-GD-2021-12007238		000225	00	02/18/2022	501-4120-441.41-01	MONTHLY BILLING	EFT:	19,003.58-
EMP1-GD-2022-01000225		000225	00	02/18/2022	501-4120-441.46-02	MONTHLY BILLING	EFT:	3,016.66
EMP1-GD-2022-01000225		000225	00	02/18/2022	501-4120-441.41-01	MONTHLY BILLING	EFT:	331,881.44
						VENDOR TOTAL *	.00	49,348.42-
0000805 KMGA-GA-2022-01000226	00	KMGA GAS SUPPLY OPERATING FUND 000226	00	02/18/2022	501-4120-441.41-50	MONTHLY BILLING	EFT:	35.00
						VENDOR TOTAL *	.00	35.00
0099999 000064421	00	KS DCF LIEAP UT	00	02/15/2022	501-0000-229.00-00	MANUAL CHECK	2,117.97	
						VENDOR TOTAL *	2,117.97	
0005186	00	LINDE GAS & EQUIPMENT						

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005186 68699760	00	LINDE GAS & EQUIPMENT 000226	00	02/18/2022	501-4120-441.44-02	CYLINDER RENTAL	EFT:	149.61
						VENDOR TOTAL *	.00	149.61
0002979 17796-06	00	LOCHNER, H W INC PI0086 007679	00	02/09/2022	551-4540-445.61-03	PROFESSIONAL SERVICES	EFT:	1,254.11
						VENDOR TOTAL *	.00	1,254.11
0002809 INV154049	00	LOGIC, INC 000226	00	02/18/2022	521-4220-442.52-12	FREQUENCY DRIVES	EFT:	3,412.50
						VENDOR TOTAL *	.00	3,412.50
0004521 PER DIEM	00	MANES, TED 000218	00	02/18/2022	521-4230-442.46-01	WWETT SHOW 2022	296.70	
						VENDOR TOTAL *	296.70	
0000233 16246	00	MAXIMUM LAWN CARE 000220	00	02/18/2022	001-2110-421.31-15	SNOW REMOVAL	EFT:	1,912.00
						VENDOR TOTAL *	.00	1,912.00
0002525 7408	00	MCANANY OIL COMPANY, INC 000226	00	02/18/2022	521-4220-442.52-09	FUEL	EFT:	896.08
						VENDOR TOTAL *	.00	896.08
0003043 030689	00	MELLEN & ASSOCIATES INC 000226	00	02/18/2022	521-4220-442.43-02	REPAIRS	EFT:	300.42
						VENDOR TOTAL *	.00	300.42
0004957 2021413 2021413	00	NEXGRID, LLC PI0084 007462 PI0085 007919	00	12/31/2021 12/31/2021	501-4140-441.63-73 501-4140-441.63-73	ELECTRIC SMART METERS WATER SMART METERS	EFT: EFT:	12,871.56 9,575.75
						VENDOR TOTAL *	.00	22,447.31
0000144 0354-255231 0354-255232 0354-255233 0354-256214 0354-256888 0354-258373 0354-258374 0354-258375 0354-258376 0354-258434 0354-259004 0354-259093 0354-259170 0354-259171 LATE FEES	00	O'REILLY AUTOMOTIVE, INC. 000226 000226 000226 000226 000226 000226 000226 000226 000226 000226 000226 000226 000226 000226 000226	00	02/18/2022 02/18/2022 02/18/2022 02/18/2022 02/18/2022 02/18/2022 02/18/2022 02/18/2022 02/18/2022 02/18/2022 02/18/2022 02/18/2022 02/18/2022 02/18/2022 02/18/2022	501-4130-441.52-04 501-4130-441.52-04 501-4130-441.52-09 501-4130-441.52-12 501-4130-441.52-09 501-4130-441.52-09 501-4130-441.52-09 501-4130-441.52-04 501-4130-441.52-04 501-4130-441.52-09 501-4130-441.52-09 501-4130-441.52-04 501-4130-441.52-04 501-4130-441.52-09 501-4130-441.52-12	BATTERIES OIL FILTER MOTOR OIL OIL DRY MOTOR OIL MOTOR OIL MOTOR OIL FILTERS FILTERS ADDITIVE BRAKE CLEANER WIPER BLADES OIL FILTERS MOTOR OIL LATE FEES	EFT: EFT: EFT: EFT: EFT: EFT: EFT: EFT: EFT: EFT: EFT: EFT: EFT: EFT: EFT:	41.97- 158.27 164.19 36.09 72.22 144.44 72.23 111.52 20.37 170.76 66.18 17.49 73.82 144.44 7.14
						VENDOR TOTAL *	.00	1,217.19
0000140	00	OLATHE FORD INC.						

VEND NO	SEQ#	VENDOR NAME							EFT, EPAY OR
INVOICE		VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	HAND-ISSUED
NO		NO	NO		DATE	NO	DESCRIPTION	AMOUNT	AMOUNT
0000140	00	OLATHE FORD INC.							
45500		000226		00	02/18/2022	501-4120-441.52-04	GEOTAB TELEMATICS	EFT:	25.00
							VENDOR TOTAL *	.00	25.00
0005177	00	OLATHE HEALTH PHYSICIANS							
7000002430		000220		00	02/18/2022	601-1230-412.31-15	POST OFFER PHYSICAL	EFT:	123.00
							VENDOR TOTAL *	.00	123.00
0000393	00	OLSSON, INC.							
411389		PI0087 007787	00	00	02/15/2022	130-3130-431.62-04	PROFESSIONAL SERVICES	EFT:	7,026.25
							VENDOR TOTAL *	.00	7,026.25
0001138	00	OVERHEAD DOOR CO OF KC, INC.							
SVC/878665		000220		00	02/18/2022	531-4320-443.43-02	DOOR MAINTENANCE	EFT:	1,363.55
							VENDOR TOTAL *	.00	1,363.55
0005209	00	OZARK READY MIX							
12348		000225		00	02/18/2022	001-3120-431.52-08	CONCRETE SIDEWALK	1,528.50	
							VENDOR TOTAL *	1,528.50	
0005004	00	PEER, ADAM							
097200-01		000213		00	02/18/2022	001-1330-413.31-02	COURT APPOINTED ATTORNEY	EFT:	300.00
2101519		000214		00	02/18/2022	001-1330-413.31-02	COURT APPOINTED ATTORNEY	EFT:	114.00
2001908		000215		00	02/18/2022	001-1330-413.31-02	COURT APPOINTED ATTORNEY	EFT:	126.00
							VENDOR TOTAL *	.00	540.00
0005146	00	POSM SOFTWARE LLC							
2485		PI0090 007921	00	00	12/20/2021	531-4330-443.43-10	GIS LICENSE AND SUPPORT	EFT:	25,000.00
							VENDOR TOTAL *	.00	25,000.00
0001174	00	REDDI SERVICES							
145983788		PI0092 007922	00	00	01/05/2022	521-4220-442.31-15	VACUUM CONTACT BASIN	EFT:	6,900.00
							VENDOR TOTAL *	.00	6,900.00
0000398	00	REEVES-WIEDEMAN CO.							
5933435		000226		00	02/18/2022	521-4220-442.52-12	ADAPTERS	EFT:	98.57
							VENDOR TOTAL *	.00	98.57
0099999	00	REGAN D RUNDELL							
104082		000223		00	02/18/2022	001-0000-228.30-00	BOND REFUND	750.00	
							VENDOR TOTAL *	750.00	
0000946	00	RIGHT-WAY JANITORIAL INC							
2974		PI0089 007920	00	00	02/04/2022	603-3150-431.42-01	JANITORIAL SERVICES	EFT:	9,636.08
							VENDOR TOTAL *	.00	9,636.08
0004721	00	SCHULTE SUPPLY CO							
S1182156.001		000221		00	02/18/2022	521-4230-442.52-02	METER PIT PUMPS	EFT:	489.98
							VENDOR TOTAL *	.00	489.98
0000160	00	SHAWNEE COPY CENTER INC.							

VEND NO	SEQ#	VENDOR NAME							EFT, EPAY OR
INVOICE		VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	HAND- ISSUED
NO		NO	NO		DATE	NO	DESCRIPTION	AMOUNT	AMOUNT
0000160	00	SHAWNEE COPY CENTER INC.							
129129		000226		00	02/18/2022	001-7120-471.47-02	BUSINESS CARDS	EFT:	100.00
129184		000226		00	02/18/2022	521-4220-442.52-20	BUSINESS CARDS	EFT:	100.00
							VENDOR TOTAL *	.00	200.00
0004179	00	SHELTON, BILL ALAN							
02032022		000218		00	02/18/2022	551-4520-445.31-15	SNOW REMOVAL	468.75	
							VENDOR TOTAL *	468.75	
0001786	00	SMITTY'S LAWN & GARDEN EQUIPMENT							
49268		000221		00	02/18/2022	001-6120-461.43-05	MOTOR STARTER	116.89	
							VENDOR TOTAL *	116.89	
0004785	00	SUMNERONE, INC							
3124446		000221		00	02/18/2022	602-1340-413.43-02	MONTHLY BILLING	EFT:	52.72
3127560		000221		00	02/18/2022	602-1340-413.43-02	MONTHLY BILLING	EFT:	250.47
							VENDOR TOTAL *	.00	303.19
0005212	00	TIMBLIN, BRIAN							
PER DIEM		000218		00	02/18/2022	521-4230-442.46-01	WWETT SHOW 2022	296.70	
							VENDOR TOTAL *	296.70	
0002660	00	UNITED COMMUNITY SERVICE- ATF							
02162022		000223		00	02/18/2022	125-1120-411.49-04	2022 ALCOHOL TAX FUNDS	EFT:	980.00
							VENDOR TOTAL *	.00	980.00
0000819	00	UNITED LABORATORIES							
INV340624		000221		00	02/18/2022	531-4330-443.52-12	GAS INHIBITOR	EFT:	1,798.24
INV340725		000222		00	02/18/2022	531-4330-443.52-12	GAS INHIBITOR	EFT:	3,353.60
							VENDOR TOTAL *	.00	5,151.84
0000238	00	USA BLUE BOOK							
865222		000227		00	02/18/2022	521-4220-442.52-12	THERMOWELL FITTING	EFT:	53.86
870760		000227		00	02/18/2022	521-4220-442.52-12	LEVEL CONTROLLER	EFT:	2,095.00
870907		000227		00	02/18/2022	521-4220-442.52-12	LAB SUPPLIES	EFT:	589.89
872515		000227		00	02/18/2022	521-4220-442.52-12	LAB SUPPLIES	EFT:	114.24
							VENDOR TOTAL *	.00	2,852.99
0001126	00	VALIDITY SCREENING SOLUTIONS							
214809		000226		00	02/18/2022	001-1140-411.31-15	EMPLOYEE SCREENING	EFT:	78.00
214809		000226		00	02/18/2022	601-1230-412.31-15	EMPLOYEE SCREENING	EFT:	147.25
							VENDOR TOTAL *	.00	225.25
0005118	00	VEOLIA WATER TECHNOLOGIES							
22000031RI05700000220		000220		00	02/18/2022	531-4320-443.52-12	VALVES AND PLUGS	EFT:	64.38
							VENDOR TOTAL *	.00	64.38
0004226	00	WATCHMEN SECURITY SERVICES							
62554		000227		00	02/18/2022	501-4120-441.31-15	VIDEO MONITORING	EFT:	365.99
							VENDOR TOTAL *	.00	365.99
0099999	00	WENDY LORRAINE CUPP							

VEND NO	SEQ#	VENDOR NAME	INVOICE	VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
NO			NO	NO	NO		DATE	NO	DESCRIPTION	AMOUNT	HAND- ISSUED
											AMOUNT
0001446	00	KMEA EMP #1 OPERATING ACCT									
EMP1-GD-2021-12007239						00	02/18/2022	501-0000-351.13-00	MONTHLY BILLING	EFT:	135,790.93-
EMP1-GD-2022-01000225						00	02/18/2022	501-0000-351.13-00	MONTHLY BILLING	EFT:	229,452.01-
EMP1-GD-2021-12007238						00	02/18/2022	501-4120-441.41-01	MONTHLY BILLING	EFT:	19,003.58-
EMP1-GD-2022-01000225						00	02/18/2022	501-4120-441.46-02	MONTHLY BILLING	EFT:	3,016.66
EMP1-GD-2022-01000225						00	02/18/2022	501-4120-441.41-01	MONTHLY BILLING	EFT:	331,881.44
VENDOR TOTAL *										.00	49,348.42-
0004830	00	SECURITY BANKCARD CENTER									
01/2022		000236				00	02/18/2022	001-1110-411.52-20	OFFICE SIGN COMPANY - CON	EFT:	81.95
01/2022		000230				00	02/18/2022	001-1120-411.54-51	AMZN MKTP US XS6DM72Z3	EFT:	184.29
01/2022		000231				00	02/18/2022	001-1120-411.54-51	OTC BRANDS INC	EFT:	348.19
01/2022		000233				00	02/18/2022	001-1120-411.54-51	4IMPRINT INC	EFT:	388.02
01/2022		000235				00	02/18/2022	001-1120-411.54-51	OTC BRANDS INC	EFT:	30.14-
01/2022		000239				00	02/18/2022	001-1120-411.52-20	PRIDE CLEANERS #24	EFT:	147.60
01/2022		000240				00	02/18/2022	001-1120-411.52-20	AMZN MKTP US QS82O44H3	EFT:	69.99
01/2022		000242				00	02/18/2022	001-1120-411.52-20	STAPLS7349023975000002	EFT:	17.78
01/2022		000229				00	02/18/2022	001-1130-411.31-15	AMZN MKTP US HI6MO15N3	EFT:	305.99
01/2022		000232				00	02/18/2022	001-1130-411.31-15	CANVA I03294-0714818	EFT:	12.95
01/2022		000234				00	02/18/2022	001-1130-411.31-15	4IMPRINT INC	EFT:	477.79
01/2022		000237				00	02/18/2022	001-1130-411.31-15	4IMPRINT INC	EFT:	676.10
01/2022		000238				00	02/18/2022	001-1130-411.31-15	4IMPRINT INC	EFT:	729.92
01/2022		000243				00	02/18/2022	001-1140-411.46-05	YOURMEMBER-CAREERS	EFT:	175.00
01/2022		000244				00	02/18/2022	001-1140-411.46-05	YOURMEMBER-CAREERS	EFT:	175.00
01/2022		000245				00	02/18/2022	001-1140-411.46-05	YOURMEMBER-CAREERS	EFT:	175.00
01/2022		000246				00	02/18/2022	001-1140-411.46-02	IPMA-HR	EFT:	25.00
01/2022		000247				00	02/18/2022	001-1140-411.46-05	KANSAS PEACE OFFICERS	EFT:	25.00
01/2022		000248				00	02/18/2022	001-1140-411.52-20	WWW.THINGSREMEMBERED.COM	EFT:	270.99
01/2022		000250				00	02/18/2022	001-1150-411.52-20	STAPLS7347214147000001	EFT:	10.69
01/2022		000251				00	02/18/2022	001-1150-411.52-20	STAPLS7347214147000002	EFT:	10.69
01/2022		000252				00	02/18/2022	001-1150-411.52-20	STAPLS7347214147000003	EFT:	10.69
01/2022		000253				00	02/18/2022	001-1150-411.52-20	STAPLS7347335939000001	EFT:	10.69
01/2022		000258				00	02/18/2022	001-1310-413.46-01	GOVERNMENT FINANCE OFFIC	EFT:	420.00
01/2022		000259				00	02/18/2022	001-1310-413.52-20	AMZN MKTP US 2F8Y848W3	EFT:	110.97
01/2022		000268				00	02/18/2022	001-1330-413.52-20	STAPLS7348376397000001	EFT:	72.59
01/2022		000276				00	02/18/2022	001-2110-421.46-01	PAYPAL IAPE	EFT:	65.00
01/2022		000277				00	02/18/2022	001-2110-421.52-20	PRICE CHOPPER #117	EFT:	46.99
01/2022		000281				00	02/18/2022	001-2110-421.46-02	MID-STATES ORGANIZED CRIM	EFT:	200.00
01/2022		000282				00	02/18/2022	001-2110-421.46-02	HEALTH GAUGE 4	EFT:	80.00
01/2022		000294				00	02/18/2022	001-2110-421.52-20	AMZN MKTP US OR4PV66J3	EFT:	6.97
01/2022		000295				00	02/18/2022	001-2110-421.52-20	MURPHY TROPHY AND ENGRAVI	EFT:	103.00
01/2022		000299				00	02/18/2022	001-2110-421.46-01	SQ SIGNZDIRECT	EFT:	156.44
01/2022		000310				00	02/18/2022	001-2110-421.52-20	HEALTH GAUGE 4	EFT:	80.00
01/2022		000311				00	02/18/2022	001-2110-421.52-20	HEALTH GAUGE 4	EFT:	80.00
01/2022		000312				00	02/18/2022	001-2110-421.52-20	HEALTH GAUGE 4	EFT:	80.00
01/2022		000314				00	02/18/2022	001-2110-421.46-01	KU CONTINUING EDUC WEB	EFT:	35.00
01/2022		000315				00	02/18/2022	001-2110-421.52-20	HEALTH GAUGE 4	EFT:	80.00
01/2022		000317				00	02/18/2022	001-2110-421.52-20	WM SUPERCENTER #5307	EFT:	328.00
01/2022		000318				00	02/18/2022	001-2110-421.52-20	HEALTH GAUGE 4	EFT:	80.00
01/2022		000278				00	02/18/2022	001-2120-421.43-05	OREILLY AUTO PARTS 354	EFT:	149.80

VEND NO	SEQ#	VENDOR NAME							EFT, EPAY OR
INVOICE		VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	HAND- ISSUED
NO		NO	NO		DATE	NO	DESCRIPTION	AMOUNT	AMOUNT
0004830	00	SECURITY BANKCARD CENTER							
01/2022		000279		00	02/18/2022	001-2120-421.52-20	MYSTIC ACRES KENNEL	EFT:	84.00
01/2022		000280		00	02/18/2022	001-2120-421.52-20	SQ INTERPRETERS I	EFT:	154.50
01/2022		000284		00	02/18/2022	001-2120-421.46-01	ASP INC	EFT:	100.00
01/2022		000285		00	02/18/2022	001-2120-421.46-01	ASP INC	EFT:	100.00
01/2022		000286		00	02/18/2022	001-2120-421.46-01	KU CONTINUING EDUC WEB	EFT:	70.00
01/2022		000287		00	02/18/2022	001-2120-421.46-01	SAFE KIDS WORLDWIDE	EFT:	95.00
01/2022		000288		00	02/18/2022	001-2120-421.46-01	STREETCOP	EFT:	299.00
01/2022		000289		00	02/18/2022	001-2120-421.46-01	LLRMI	EFT:	125.00
01/2022		000290		00	02/18/2022	001-2120-421.46-01	KU CONTINUING EDUC WEB	EFT:	70.00
01/2022		000291		00	02/18/2022	001-2120-421.46-01	JOHN E. REID & ASSOCIA	EFT:	470.00
01/2022		000292		00	02/18/2022	001-2120-421.46-01	KHP TRG CTR	EFT:	520.00
01/2022		000293		00	02/18/2022	001-2120-421.46-01	COMMAND PRESENCE	EFT:	179.00
01/2022		000296		00	02/18/2022	001-2120-421.61-09	BRAVO COMPANY USA INC	EFT:	210.43
01/2022		000297		00	02/18/2022	001-2120-421.61-09	AMZN MKTP US JB60S3V83	EFT:	79.60
01/2022		000298		00	02/18/2022	001-2120-421.52-20	AMZN MKTP US V53R12BI3	EFT:	10.99
01/2022		000300		00	02/18/2022	001-2120-421.46-01	STREETCOP	EFT:	225.00
01/2022		000301		00	02/18/2022	001-2120-421.46-01	STREETCOP	EFT:	225.00
01/2022		000302		00	02/18/2022	001-2120-421.46-01	STREETCOP	EFT:	249.00
01/2022		000303		00	02/18/2022	001-2120-421.46-01	CRISIS SYSTEMS MANAGEM	EFT:	125.00
01/2022		000304		00	02/18/2022	001-2120-421.46-01	KU CONTINUING EDUC WEB	EFT:	35.00
01/2022		000305		00	02/18/2022	001-2120-421.46-01	COMMAND PRESENCE	EFT:	358.00
01/2022		000306		00	02/18/2022	001-2120-421.52-20	AMZN MKTP US UA0EN8CZ3	EFT:	25.98
01/2022		000307		00	02/18/2022	001-2120-421.52-20	AMZN MKTP US GX3Q65FF3	EFT:	29.99
01/2022		000316		00	02/18/2022	001-2120-421.53-02	AMZN MKTP US V997B7WH3	EFT:	111.92
01/2022		000319		00	02/18/2022	001-2120-421.52-20	AMZN MKTP US J45D233S3	EFT:	217.92
01/2022		000320		00	02/18/2022	001-2120-421.46-01	KANSAS NARCOTICS OFFICERS	EFT:	250.00
01/2022		000321		00	02/18/2022	001-2120-421.46-01	KANSAS NARCOTICS OFFICERS	EFT:	250.00
01/2022		000322		00	02/18/2022	001-2120-421.46-01	LLRMI	EFT:	150.00
01/2022		000283		00	02/18/2022	001-2130-421.46-01	PAYPAL OPERATIONWI	EFT:	75.00
01/2022		000308		00	02/18/2022	001-2130-421.52-20	ULINE SHIP SUPPLIES	EFT:	69.18
01/2022		000309		00	02/18/2022	001-2130-421.52-20	ULINE SHIP SUPPLIES	EFT:	64.73
01/2022		000313		00	02/18/2022	001-2130-421.52-20	ULINE SHIP SUPPLIES	EFT:	1.53
01/2022		000333		00	02/18/2022	001-3116-431.52-20	OREILLY AUTO PARTS 354	EFT:	54.92
01/2022		000336		00	02/18/2022	001-3116-431.52-20	OREILLY AUTO PARTS 354	EFT:	69.75
01/2022		000337		00	02/18/2022	001-3116-431.52-20	TRAILS WEST ACE HDWE	EFT:	27.87
01/2022		000338		00	02/18/2022	001-3116-431.52-20	AMAZON.COM 6L1WW2K53	EFT:	13.29
01/2022		000344		00	02/18/2022	001-3116-431.52-20	OREILLY AUTO PARTS 354	EFT:	91.90
01/2022		000345		00	02/18/2022	001-3116-431.52-20	OREILLY AUTO PARTS 354	EFT:	19.83
01/2022		000352		00	02/18/2022	001-3116-431.52-02	ORSCHELN FARM AND HOME ST	EFT:	44.98
01/2022		000249		00	02/18/2022	001-3120-431.52-20	AMZN MKTP US YD28P3YJ3	EFT:	749.00
01/2022		000327		00	02/18/2022	001-3120-431.52-20	CHINA TASTE	EFT:	62.05
01/2022		000328		00	02/18/2022	001-3120-431.52-16	OREILLY AUTO PARTS 354	EFT:	37.47
01/2022		000329		00	02/18/2022	001-3120-431.52-04	OREILLY AUTO PARTS 354	EFT:	101.98
01/2022		000331		00	02/18/2022	001-3120-431.52-16	OREILLY AUTO PARTS 354	EFT:	31.14
01/2022		000332		00	02/18/2022	001-3120-431.52-04	RUSH TRUCK CTR KANSAS	EFT:	182.72
01/2022		000334		00	02/18/2022	001-3120-431.52-16	SMITTYS LAWN & GARDEN EQU	EFT:	116.89
01/2022		000335		00	02/18/2022	001-3120-431.52-20	AMZN MKTP US G22UT1VJ3	EFT:	57.25
01/2022		000346		00	02/18/2022	001-3120-431.52-04	OREILLY AUTO PARTS 354	EFT:	72.95
01/2022		000347		00	02/18/2022	001-3120-431.52-20	TUMBLEWEED BAR & GRILL	EFT:	107.11

VEND NO	SEQ#	VENDOR NAME							EFT, EPAY OR
INVOICE		VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	HAND- ISSUED
NO		NO	NO		DATE	NO	DESCRIPTION	AMOUNT	AMOUNT
0004830	00	SECURITY BANKCARD CENTER							
01/2022		000348		00	02/18/2022	001-3120-431.52-04	OREILLY AUTO PARTS 354	EFT:	7.79
01/2022		000349		00	02/18/2022	001-3120-431.52-20	TUMBLEWEED BAR & GRILL	EFT:	95.92
01/2022		000350		00	02/18/2022	001-3120-431.52-20	TUMBLEWEED SALOON	EFT:	108.97
01/2022		000351		00	02/18/2022	001-3120-431.52-20	TUMBLEWEED SALOON	EFT:	107.11
01/2022		000353		00	02/18/2022	001-3120-431.52-04	OREILLY AUTO PARTS 354	EFT:	7.79
01/2022		000354		00	02/18/2022	001-3120-431.52-04	OREILLY AUTO PARTS 354	EFT:	9.98
01/2022		000355		00	02/18/2022	001-3120-431.52-04	OREILLY AUTO PARTS 354	EFT:	23.98
01/2022		000356		00	02/18/2022	001-3120-431.52-04	OREILLY AUTO PARTS 354	EFT:	28.67
01/2022		000357		00	02/18/2022	001-3120-431.52-04	OREILLY AUTO PARTS 354	EFT:	24.24
01/2022		000360		00	02/18/2022	001-3120-431.52-04	OREILLY AUTO PARTS 354	EFT:	20.99
01/2022		000361		00	02/18/2022	001-3120-431.52-20	DOMINOS 6328	EFT:	91.14
01/2022		000362		00	02/18/2022	001-3120-431.52-16	TRAILS WEST ACE HDWE	EFT:	4.18
01/2022		000363		00	02/18/2022	001-3120-431.53-02	NGROS WSTRN STR#2 INC	EFT:	219.98
01/2022		000364		00	02/18/2022	001-3120-431.52-16	SPRAYER SPECIALITIES INC	EFT:	206.19
01/2022		000365		00	02/18/2022	001-3120-431.53-02	FASTENAL COMPANY 01KSKA3	EFT:	133.48
01/2022		000366		00	02/18/2022	001-3120-431.52-02	CRAFCO-LEES SUMMIT MO	EFT:	87.00
01/2022		000367		00	02/18/2022	001-3120-431.52-04	TRAILS WEST ACE HDWE	EFT:	13.56
01/2022		000368		00	02/18/2022	001-3120-431.52-08	INDUSTRIAL SALES CO INC	EFT:	310.20
01/2022		000369		00	02/18/2022	001-3120-431.52-16	SPRAYER SPECIALITIES INC	EFT:	45.68
01/2022		000370		00	02/18/2022	001-3120-431.52-02	TRAILS WEST ACE HDWE	EFT:	7.99
01/2022		000371		00	02/18/2022	001-3120-431.52-16	SPRAYER SPECIALITIES INC	EFT:	14.83
01/2022		000372		00	02/18/2022	001-3120-431.52-16	ORSCHELN FARM AND HOME ST	EFT:	51.96
01/2022		000373		00	02/18/2022	001-3120-431.52-20	CHINA TASTE	EFT:	84.55
01/2022		000374		00	02/18/2022	001-3120-431.52-04	TRAILS WEST ACE HDWE	EFT:	.42
01/2022		000375		00	02/18/2022	001-3120-431.52-20	TRAILS WEST ACE HDWE	EFT:	25.37
01/2022		000376		00	02/18/2022	001-3120-431.52-20	LINDE GAS & EQUIP	EFT:	188.03
01/2022		000377		00	02/18/2022	001-3120-431.52-02	TRAILS WEST ACE HDWE	EFT:	6.59
01/2022		000378		00	02/18/2022	001-3120-431.52-02	LOGAN CONTRACTOR SUPPLY I	EFT:	462.52
01/2022		000379		00	02/18/2022	001-3120-431.52-08	TRAILS WEST ACE HDWE	EFT:	11.12
01/2022		000380		00	02/18/2022	001-3120-431.52-08	LOGAN CONTRACTOR SUPPLY I	EFT:	152.49
01/2022		000441		00	02/18/2022	001-3120-431.52-20	TUMBLEWEED BAR & GRILL	EFT:	57.97
01/2022		000443		00	02/18/2022	001-3120-431.52-20	TUMBLEWEED BAR & GRILL	EFT:	59.95
01/2022		000444		00	02/18/2022	001-3120-431.52-20	TUMBLEWEED SALOON	EFT:	57.97
01/2022		000323		00	02/18/2022	001-3130-431.51-01	AMAZON.COM 8K8B11JO3 AMZN	EFT:	29.68
01/2022		000324		00	02/18/2022	001-3130-431.52-20	STAPLS7346705095000006	EFT:	107.98
01/2022		000325		00	02/18/2022	001-3130-431.52-20	STAPLS7346705095000007	EFT:	235.96
01/2022		000326		00	02/18/2022	001-3130-431.52-20	OFFICE ANYTHING	EFT:	1,534.00
01/2022		000381		00	02/18/2022	001-3130-431.52-20	ASCE PURCHASING	EFT:	16.95
01/2022		000516		00	02/18/2022	001-3130-431.31-10	ALLPARTITIONS	EFT:	725.00
01/2022		000470		00	02/18/2022	001-6105-461.46-01	KTA - TRANSA TEMP - RET	EFT:	1.25
01/2022		000471		00	02/18/2022	001-6105-461.46-01	HILTON GARDEN INN	EFT:	234.36
01/2022		000472		00	02/18/2022	001-6105-461.46-01	HILTON GARDEN INN	EFT:	351.54
01/2022		000473		00	02/18/2022	001-6105-461.46-01	KTA - TRANSA TEMP - RET	EFT:	1.50
01/2022		000476		00	02/18/2022	001-6105-461.46-01	HILTON GARDEN INN	EFT:	254.96
01/2022		000477		00	02/18/2022	001-6105-461.46-01	HILTON GARDEN INN	EFT:	20.60
01/2022		000478		00	02/18/2022	001-6105-461.46-01	KANSAS RECREATION & PARK	EFT:	365.00
01/2022		000487		00	02/18/2022	001-6105-461.46-02	NRPA OPERATING	EFT:	65.00
01/2022		000469		00	02/18/2022	001-6110-461.47-53	ACADEMY SPORTS# 188	EFT:	39.95
01/2022		000474		00	02/18/2022	001-6110-461.47-54	SAFE SITTER INC	EFT:	101.00

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VEND NO	SEQ#	VENDOR NAME							EFT, EPAY OR
INVOICE		VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	HAND- ISSUED
NO		NO	NO		DATE	NO	DESCRIPTION	AMOUNT	AMOUNT
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0004830	00	SECURITY	BANKCARD CENTER						
01/2022		000482		00	02/18/2022	001-6110-461.54-51	AMZN MKTP US	EFT:	169.90-
01/2022		000483		00	02/18/2022	001-6110-461.54-51	AMZN MKTP US	EFT:	90.93-
01/2022		000484		00	02/18/2022	001-6110-461.54-51	AMZN MKTP US	EFT:	89.45-
01/2022		000485		00	02/18/2022	001-6110-461.54-51	AMZN MKTP US	EFT:	43.88-
01/2022		000486		00	02/18/2022	001-6110-461.54-51	AMZN MKTP US	EFT:	16.99-
01/2022		000488		00	02/18/2022	001-6110-461.47-53	GOING GOING GONE 4432	EFT:	17.93
01/2022		000489		00	02/18/2022	001-6110-461.54-51	AMZN MKTP US	EFT:	115.84-
01/2022		000490		00	02/18/2022	001-6110-461.54-51	AMZN MKTP US	EFT:	81.47-
01/2022		000491		00	02/18/2022	001-6110-461.54-51	AMZN MKTP US	EFT:	44.51-
01/2022		000492		00	02/18/2022	001-6110-461.54-51	AMZN MKTP US	EFT:	41.45-
01/2022		000493		00	02/18/2022	001-6110-461.54-51	AMZN MKTP US	EFT:	36.58-
01/2022		000494		00	02/18/2022	001-6110-461.54-51	AMZN MKTP US	EFT:	14.85-
01/2022		000495		00	02/18/2022	001-6110-461.54-51	AMZN MKTP US	EFT:	14.85-
01/2022		000496		00	02/18/2022	001-6110-461.54-51	AMZN MKTP US	EFT:	14.83-
01/2022		000497		00	02/18/2022	001-6110-461.47-53	AMZN MKTP US UM9J78163	EFT:	21.99
01/2022		000498		00	02/18/2022	001-6110-461.54-51	AMZN MKTP US	EFT:	11.90-
01/2022		000499		00	02/18/2022	001-6110-461.46-02	SESAC	EFT:	513.00
01/2022		000506		00	02/18/2022	001-6110-461.54-51	TRAILS WEST ACE HDWE	EFT:	50.50
01/2022		000508		00	02/18/2022	001-6110-461.54-51	THE HOME DEPOT #2218	EFT:	69.90
01/2022		000330		00	02/18/2022	001-6120-461.43-05	OREILLY AUTO PARTS 354	EFT:	12.99
01/2022		000480		00	02/18/2022	001-6120-461.31-15	IPY WATCHMEN SECURITY SVC	EFT:	113.13
01/2022		000481		00	02/18/2022	001-6120-461.44-02	PURE WATER DELIVERY	EFT:	78.97
01/2022		000500		00	02/18/2022	001-6120-461.52-01	LOWES #00721	EFT:	520.75
01/2022		000501		00	02/18/2022	001-6120-461.52-01	THE HOME DEPOT 2218	EFT:	245.80
01/2022		000502		00	02/18/2022	001-6120-461.52-01	THE HOME DEPOT #2218	EFT:	19.40
01/2022		000503		00	02/18/2022	001-6120-461.52-02	ORSCHELN FARM AND HOME ST	EFT:	671.98
01/2022		000504		00	02/18/2022	001-6120-461.52-02	OREILLY AUTO PARTS 354	EFT:	15.99
01/2022		000505		00	02/18/2022	001-6120-461.52-02	HARBOR FREIGHT TOOLS 619	EFT:	33.97
01/2022		000507		00	02/18/2022	001-6120-461.53-02	E EDWARDS WORK WEAR (OLA	EFT:	373.50
01/2022		000509		00	02/18/2022	001-6120-461.43-02	OLATHE TURF N TRACTOR	EFT:	27.30
01/2022		000510		00	02/18/2022	001-6120-461.43-02	TRAILS WEST ACE HDWE	EFT:	6.08
01/2022		000511		00	02/18/2022	001-6120-461.52-02	LOWES #00721	EFT:	378.00
01/2022		000512		00	02/18/2022	001-6120-461.43-02	OLATHE TURF N TRACTOR	EFT:	140.10
01/2022		000513		00	02/18/2022	001-6120-461.52-01	TRAILS WEST ACE HDWE	EFT:	41.99
01/2022		000514		00	02/18/2022	001-6120-461.52-01	OREILLY AUTO PARTS 354	EFT:	9.98
01/2022		000515		00	02/18/2022	001-6120-461.52-01	ORSCHELN FARM AND HOME ST	EFT:	17.99
01/2022		000517		00	02/18/2022	001-6120-461.52-02	LOWES #00721	EFT:	518.98
01/2022		000518		00	02/18/2022	001-6120-461.43-02	CROFT TRAILER SUPPLY INC	EFT:	262.34
01/2022		000519		00	02/18/2022	001-6120-461.43-05	OREILLY AUTO PARTS 354	EFT:	19.98
01/2022		000520		00	02/18/2022	001-6120-461.52-01	TRAILS WEST ACE HDWE	EFT:	24.77
01/2022		000521		00	02/18/2022	001-6120-461.52-01	THE HOME DEPOT 2218	EFT:	219.98
01/2022		000522		00	02/18/2022	001-6120-461.52-01	ORSCHELN FARM AND HOME ST	EFT:	63.99
01/2022		000523		00	02/18/2022	001-6120-461.52-01	THE HOME DEPOT #2218	EFT:	59.97
01/2022		000479		00	02/18/2022	001-6130-461.31-15	IPY WATCHMEN SECURITY SVC	EFT:	53.83
01/2022		000339		00	02/18/2022	001-7120-471.52-04	BRETS AUTOWORKS 0000522	EFT:	78.23
01/2022		000524		00	02/18/2022	001-7120-471.52-20	AMZN MKTP US 700I05YU3 AM	EFT:	24.95
01/2022		000525		00	02/18/2022	001-7120-471.52-20	STAPLS7347152008000001	EFT:	232.63
01/2022		000526		00	02/18/2022	001-7120-471.52-20	STAPLS7347152008000002	EFT:	22.99
01/2022		000527		00	02/18/2022	001-7120-471.52-20	STAPLS7347911948000001	EFT:	39.24

VEND NO	SEQ#	VENDOR NAME		BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE		VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND- ISSUED
NO		NO	NO						AMOUNT
0004830	00	SECURITY BANKCARD CENTER							
01/2022		000528		00	02/18/2022	001-7120-471.52-20	AMZN MKTP US 375344433	EFT:	496.00
01/2022		000529		00	02/18/2022	001-7120-471.52-20	WAL-MART #5307	EFT:	1,264.90
01/2022		000530		00	02/18/2022	001-7120-471.52-20	AMZN MKTP US 3S4QK8TJ3 AM	EFT:	170.89
01/2022		000531		00	02/18/2022	001-7120-471.46-02	INTL CODE COUNCIL INC	EFT:	730.00
01/2022		000532		00	02/18/2022	001-7120-471.46-01	ORLEANS HOTEL & CASINO	EFT:	47.46
01/2022		000386		00	02/18/2022	501-4110-441.52-20	ZOOM.US 888-799-9666	EFT:	16.40
01/2022		000390		00	02/18/2022	501-4110-441.52-20	STAPLS7348126242000001	EFT:	52.27
01/2022		000391		00	02/18/2022	501-4110-441.52-20	USPS PO 1933770514	EFT:	25.36
01/2022		000397		00	02/18/2022	501-4110-441.47-04	THE UPS STORE 5784	EFT:	109.58
01/2022		000401		00	02/18/2022	501-4110-441.40-03	WAL-MART #5307	EFT:	7.53
01/2022		000402		00	02/18/2022	501-4110-441.46-02	AMERICAN PUBLIC POWER AS	EFT:	324.00
01/2022		000403		00	02/18/2022	501-4110-441.46-02	AMERICAN PUBLIC POWER AS	EFT:	94.47
01/2022		000388		00	02/18/2022	501-4120-441.52-20	STAPLS7347668591000001	EFT:	9.62
01/2022		000393		00	02/18/2022	501-4120-441.52-12	ORSCHELN FARM AND HOME ST	EFT:	175.14
01/2022		000394		00	02/18/2022	501-4120-441.52-12	AMAZON.COM 358F85EY3 AMZN	EFT:	102.90
01/2022		000389		00	02/18/2022	501-4130-441.52-20	STAPLS7347800583000001	EFT:	27.88
01/2022		000392		00	02/18/2022	501-4130-441.52-20	STAPLS7348319967000001	EFT:	77.99
01/2022		000395		00	02/18/2022	501-4130-441.52-20	MICRO CENTER #191 RETAIL	EFT:	751.97
01/2022		000396		00	02/18/2022	501-4130-441.53-02	E EDWARDS WORK WEAR (OLA	EFT:	177.31
01/2022		000398		00	02/18/2022	501-4130-441.52-20	AMAZON.COM JS9ZU9H43 AMZN	EFT:	239.98
01/2022		000399		00	02/18/2022	501-4130-441.31-15	THE UPS STORE 5784	EFT:	21.08
01/2022		000400		00	02/18/2022	501-4130-441.53-02	NGROS WSTRN STR#2 INC	EFT:	1,089.94
01/2022		000404		00	02/18/2022	501-4130-441.53-02	ORSCHELN FARM AND HOME ST	EFT:	8.74
01/2022		000405		00	02/18/2022	501-4130-441.52-20	T-MOBILE STORE #DI53	EFT:	63.98
01/2022		000406		00	02/18/2022	501-4130-441.52-12	THE HOME DEPOT #2218	EFT:	130.28
01/2022		000407		00	02/18/2022	501-4130-441.52-04	FOLEY EQUIPMENT	EFT:	147.33
01/2022		000408		00	02/18/2022	501-4130-441.52-09	WAL-MART #5307	EFT:	43.86
01/2022		000409		00	02/18/2022	501-4130-441.52-04	MURPHY TRACTOR EQUIP #99	EFT:	60.22
01/2022		000410		00	02/18/2022	501-4130-441.52-20	LOWES #03379	EFT:	79.62
01/2022		000411		00	02/18/2022	501-4130-441.52-04	HERITAGE TRACTOR OLATHE	EFT:	89.34
01/2022		000412		00	02/18/2022	501-4130-441.52-12	AMZN MKTP US	EFT:	26.20
01/2022		000413		00	02/18/2022	501-4130-441.52-02	INDUSTRIAL SALES CO INC	EFT:	67.09
01/2022		000414		00	02/18/2022	501-4130-441.52-12	AMZN MKTP US NV4AT3B03	EFT:	42.00
01/2022		000415		00	02/18/2022	501-4130-441.52-04	OLATHE FORD PARTS	EFT:	5.12
01/2022		000416		00	02/18/2022	501-4130-441.52-12	TRAILS WEST ACE HDWE	EFT:	9.92
01/2022		000417		00	02/18/2022	501-4130-441.52-02	TALLMAN EQUIPMENT	EFT:	559.94
01/2022		000418		00	02/18/2022	501-4130-441.52-12	THE HOME DEPOT 2218	EFT:	99.74
01/2022		000419		00	02/18/2022	501-4130-441.52-04	PREMIER TRUCK GROUP OF K	EFT:	214.86
01/2022		000420		00	02/18/2022	501-4130-441.52-12	THE HOME DEPOT #2218	EFT:	15.02
01/2022		000421		00	02/18/2022	501-4130-441.52-04	EQUIPMENTSHARE.COM	EFT:	50.89
01/2022		000387		00	02/18/2022	521-4220-442.52-12	AMZN MKTP US W72TX91E3	EFT:	15.96
01/2022		000422		00	02/18/2022	521-4220-442.52-04	OREILLY AUTO PARTS 354	EFT:	15.54
01/2022		000423		00	02/18/2022	521-4220-442.52-20	OREILLY AUTO PARTS 354	EFT:	66.48
01/2022		000424		00	02/18/2022	521-4220-442.47-04	THE UPS STORE 5784	EFT:	45.21
01/2022		000425		00	02/18/2022	521-4220-442.52-01	KANEQUIP INC	EFT:	468.71
01/2022		000426		00	02/18/2022	521-4220-442.52-12	THE HOME DEPOT #2218	EFT:	130.71
01/2022		000427		00	02/18/2022	521-4220-442.46-01	KANSAS RURAL WATER ASN	EFT:	250.00
01/2022		000428		00	02/18/2022	521-4220-442.52-20	ORSCHELN FARM AND HOME ST	EFT:	151.92
01/2022		000429		00	02/18/2022	521-4220-442.47-01	THE UPS STORE 5784	EFT:	50.85

VEND NO	SEQ#	VENDOR NAME		BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE		VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND- ISSUED
NO		NO	NO						AMOUNT
0004830	00	SECURITY BANKCARD CENTER							
01/2022		000430		00	02/18/2022	521-4220-442.47-01	QT 167	EFT:	4.24
01/2022		000431		00	02/18/2022	521-4220-442.52-01	ORSCHELN FARM AND HOME ST	EFT:	389.97
01/2022		000432		00	02/18/2022	521-4220-442.47-01	THE UPS STORE 5784	EFT:	56.00
01/2022		000433		00	02/18/2022	521-4220-442.52-01	ORSCHELN FARM AND HOME ST	EFT:	229.99
01/2022		000434		00	02/18/2022	521-4220-442.52-12	TRAILS WEST ACE HDWE	EFT:	55.88
01/2022		000435		00	02/18/2022	521-4220-442.46-01	KANSAS RURAL WATER ASN	EFT:	250.00
01/2022		000342		00	02/18/2022	521-4230-442.52-09	OREILLY AUTO PARTS 354	EFT:	71.17
01/2022		000359		00	02/18/2022	521-4230-442.52-04	OREILLY AUTO PARTS 354	EFT:	3.72
01/2022		000436		00	02/18/2022	521-4230-442.52-20	TRAILS WEST ACE HDWE	EFT:	44.58
01/2022		000437		00	02/18/2022	521-4230-442.52-12	TRAILS WEST ACE HDWE	EFT:	6.59
01/2022		000438		00	02/18/2022	521-4230-442.52-20	TRAILS WEST ACE HDWE	EFT:	86.34
01/2022		000439		00	02/18/2022	521-4230-442.53-02	E EDWARDS WORK WEAR (OLA	EFT:	148.46
01/2022		000440		00	02/18/2022	521-4230-442.52-09	OREILLY AUTO PARTS 354	EFT:	39.96
01/2022		000442		00	02/18/2022	521-4230-442.53-02	E EDWARDS WORK WEAR (OLA	EFT:	170.96
01/2022		000445		00	02/18/2022	521-4230-442.40-03	INTEGRITY CSI	EFT:	51.63
01/2022		000446		00	02/18/2022	521-4230-442.52-20	ORSCHELN FARM AND HOME ST	EFT:	10.44
01/2022		000447		00	02/18/2022	521-4230-442.52-20	ORSCHELN FARM AND HOME ST	EFT:	10.00
01/2022		000448		00	02/18/2022	521-4230-442.52-20	ORSCHELN FARM AND HOME ST	EFT:	49.98
01/2022		000449		00	02/18/2022	521-4230-442.52-20	ORSCHELN FARM AND HOME ST	EFT:	7.98
01/2022		000358		00	02/18/2022	531-4320-443.52-04	OREILLY AUTO PARTS 354	EFT:	40.42
01/2022		000454		00	02/18/2022	531-4320-443.52-12	WM SUPERCENTER #5307	EFT:	59.44
01/2022		000455		00	02/18/2022	531-4320-443.52-01	TRAILS WEST ACE HDWE	EFT:	47.57
01/2022		000456		00	02/18/2022	531-4320-443.53-02	E EDWARDS WORK WEAR (OLA	EFT:	145.80
01/2022		000457		00	02/18/2022	531-4320-443.52-12	THE HOME DEPOT #2218	EFT:	126.81
01/2022		000458		00	02/18/2022	531-4320-443.52-20	WAL-MART #5307	EFT:	89.29
01/2022		000459		00	02/18/2022	531-4320-443.52-20	SAMSCLUB #8208	EFT:	69.12
01/2022		000460		00	02/18/2022	531-4320-443.52-20	GALETON	EFT:	230.29
01/2022		000461		00	02/18/2022	531-4320-443.52-20	THATS GREAT NEWS	EFT:	339.00
01/2022		000462		00	02/18/2022	531-4320-443.52-20	THE HOME DEPOT 2218	EFT:	205.41
01/2022		000463		00	02/18/2022	531-4320-443.52-12	WM SUPERCENTER #5307	EFT:	51.88
01/2022		000464		00	02/18/2022	531-4320-443.52-01	CONSTRUCTION MATERIALS	EFT:	299.73
01/2022		000465		00	02/18/2022	531-4320-443.52-12	ORSCHELN FARM AND HOME ST	EFT:	94.96
01/2022		000466		00	02/18/2022	531-4320-443.52-04	OREILLY AUTO PARTS 354	EFT:	20.63
01/2022		000467		00	02/18/2022	531-4320-443.52-12	AMZN MKTP US C94SL5VG3 AM	EFT:	74.95
01/2022		000468		00	02/18/2022	531-4320-443.52-12	AMZN MKTP US DT81G5123 AM	EFT:	224.55
01/2022		000340		00	02/18/2022	531-4330-443.52-09	OREILLY AUTO PARTS 354	EFT:	15.48
01/2022		000343		00	02/18/2022	531-4330-443.52-09	OREILLY AUTO PARTS 354	EFT:	71.18
01/2022		000450		00	02/18/2022	531-4330-443.52-20	TRAILS WEST ACE HDWE	EFT:	48.96
01/2022		000451		00	02/18/2022	531-4330-443.52-12	TRAILS WEST ACE HDWE	EFT:	15.99
01/2022		000452		00	02/18/2022	531-4330-443.52-12	ORSCHELN FARM AND HOME ST	EFT:	11.00
01/2022		000453		00	02/18/2022	531-4330-443.43-02	THE UPS STORE 5784	EFT:	28.42
01/2022		000254		00	02/18/2022	601-1230-412.31-15	HEALTH GAUGE 4	EFT:	80.00
01/2022		000255		00	02/18/2022	601-1230-412.46-01	AMZN MKTP US 4Y14L1SA3	EFT:	14.95
01/2022		000256		00	02/18/2022	601-1230-412.46-01	AMAZON.COM H05KW5ZE3	EFT:	14.99
01/2022		000257		00	02/18/2022	601-1230-412.46-01	AMZN MKTP US 5X9JL6JG3	EFT:	6.32
01/2022		000260		00	02/18/2022	601-1230-412.31-15	AMAZON.COM EX9107F33	EFT:	50.00
01/2022		000261		00	02/18/2022	601-1230-412.31-15	AMZN MKTP US 3U11G2D13	EFT:	139.98
01/2022		000262		00	02/18/2022	601-1230-412.31-15	AMZN MKTP US JS0ZW13G3	EFT:	539.94
01/2022		000241		00	02/18/2022	602-1340-413.52-20	AMZN MKTP US TT2JC9AU3	EFT:	21.93

VEND NO	SEQ#	VENDOR NAME						EFT, EPAY OR
INVOICE		VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	HAND-ISSUED
NO		NO	NO		DATE	NO	DESCRIPTION	AMOUNT
								AMOUNT
0004830	00	SECURITY	BANKCARD	CENTER				
01/2022		000269	00	02/18/2022	602-1340-413.47-05	AMAZON WEB SERVICES	EFT:	.92
01/2022		000270	00	02/18/2022	602-1340-413.52-06	AMZN MKTP US W75675WQ3 AM	EFT:	83.98
01/2022		000271	00	02/18/2022	602-1340-413.52-06	MICRO CENTER #191 RETAIL	EFT:	2,189.96
01/2022		000272	00	02/18/2022	602-1340-413.52-06	AMZN MKTP US LN9307EB3	EFT:	749.00
01/2022		000273	00	02/18/2022	602-1340-413.52-06	AMZN MKTP US HL53S8UB3	EFT:	749.00
01/2022		000274	00	02/18/2022	602-1340-413.52-06	AMAZON.COM 0A8Y78UO3	EFT:	24.78
01/2022		000275	00	02/18/2022	602-1340-413.52-20	AMAZON.COM QQ6S89QX3	EFT:	220.30
01/2022		000382	00	02/18/2022	603-3150-431.52-01	GRAINGER	EFT:	103.70
01/2022		000383	00	02/18/2022	603-3150-431.52-01	TRAILS WEST ACE HDWE	EFT:	33.98
01/2022		000384	00	02/18/2022	603-3150-431.52-01	TRAILS WEST ACE HDWE	EFT:	25.98
01/2022		000385	00	02/18/2022	603-3150-431.31-15	SQ MIDWEST INVERTER	EFT:	1,300.00
01/2022		000263	00	02/18/2022	604-1320-413.52-20	STAPLS7347363601000001	EFT:	107.58
01/2022		000264	00	02/18/2022	604-1320-413.52-20	STAPLS7349146847000001	EFT:	56.76
01/2022		000265	00	02/18/2022	604-1320-413.52-20	TRAILS WEST ACE HDWE	EFT:	44.24
01/2022		000266	00	02/18/2022	604-1320-413.47-02	THE UPS STORE 5784	EFT:	33.75
01/2022		000267	00	02/18/2022	604-1320-413.47-04	THE UPS STORE 5784	EFT:	15.93
01/2022		000341	00	02/18/2022	604-1320-413.43-05	OREILLY AUTO PARTS 354	EFT:	25.60
01/2022		000475	00	02/18/2022	702-6110-461.54-52	MINUTEMAN PRESS	EFT:	144.80
VENDOR TOTAL *							.00	42,691.58
EFT/EPAY TOTAL ***								6,656.84-
TOTAL EXPENDITURES ****							.00	6,656.84-
*****								6,656.84-

VEND NO	SEQ#	VENDOR NAME		BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
INVOICE		VOUCHER	P.O.		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
NO		NO	NO						AMOUNT
0004340	00	ALL CITY MANAGEMENT SERVICES INC							
75089		000536		00	02/25/2022	001-2110-421.31-15	CROSSING GUARD CONTRACT	EFT:	2,808.75
							VENDOR TOTAL *	.00	2,808.75
0004999	00	AMERICAN FIDELITY ADMIN SERVICES							
56368		000537		00	02/25/2022	001-1140-411.31-15	MONTHLY BILLING	EFT:	103.95
							VENDOR TOTAL *	.00	103.95
0001986	00	ANIXTER, INC.							
5072727-00		PI0098	007927	00	02/11/2022	501-4130-441.52-31	PANEL	EFT:	11,363.51
							VENDOR TOTAL *	.00	11,363.51
0000058	00	ANSWER KANSAS CITY, LTD. INC.							
7589-02162022		000554		00	02/25/2022	501-4110-441.40-03	MONTHLY BILLING	EFT:	186.90
7589-02162022		000554		00	02/25/2022	521-4230-442.31-15	MONTHLY BILLING	EFT:	26.90
7589-02162022		000554		00	02/25/2022	531-4330-443.31-15	MONTHLY BILLING	EFT:	26.90
							VENDOR TOTAL *	.00	240.70
0003515	00	AUGUSTINE EXTERMINATORS INC							
2330488		000597		00	02/25/2022	603-3150-431.31-15	MONTHLY BILLING	EFT:	49.44
2330480		000598		00	02/25/2022	603-3150-431.31-15	MONTHLY BILLING	EFT:	29.87
2330480		000599		00	02/25/2022	603-3150-431.31-15	MONTHLY BILLING	EFT:	29.87
2330477		000600		00	02/25/2022	603-3150-431.31-15	MONTHLY BILLING	EFT:	39.14
2330479		000601		00	02/25/2022	603-3150-431.31-15	MONTHLY BILLING	EFT:	28.84
2330397		000602		00	02/25/2022	603-3150-431.31-15	MONTHLY BILLING	EFT:	39.14
2330478		000603		00	02/25/2022	603-3150-431.31-15	MONTHLY BILLING	EFT:	49.44
2330415		000604		00	02/25/2022	603-3150-431.31-15	MONTHLY BILLING	EFT:	49.44
2330485		000605		00	02/25/2022	603-3150-431.31-15	MONTHLY BILLING	EFT:	28.84
2330484		000606		00	02/25/2022	603-3150-431.31-15	MONTHLY BILLING	EFT:	25.75
2330476		000607		00	02/25/2022	603-3150-431.31-15	MONTHLY BILLING	EFT:	39.14
2330483		000608		00	02/25/2022	603-3150-431.31-15	MONTHLY BILLING	EFT:	49.44
2330487		000609		00	02/25/2022	603-3150-431.31-15	MONTHLY BILLING	EFT:	96.00
2330486		000610		00	02/25/2022	603-3150-431.31-15	MONTHLY BILLING	EFT:	28.84
							VENDOR TOTAL *	.00	583.19
0002420	00	BRENNTAG MID-SOUTH, INC							
BMS63271		PI0094	007928	00	01/26/2022	521-4220-442.52-13	CHEMICALS	EFT:	1,159.40
							VENDOR TOTAL *	.00	1,159.40
0005213	00	BRIAN DEER							
2022 KNOA		000538		00	02/25/2022	001-2120-421.46-01	2022 KNOA PER DIEM	224.20	
							VENDOR TOTAL *	224.20	
0000312	00	C & G MERCHANTS SUPPLY, INC.							
145681		000539		00	02/25/2022	001-2110-421.52-20	SUPPLIES	118.30	
							VENDOR TOTAL *	118.30	
0000001	00	CENTURYLINK							
313239127	0222	000554		00	02/25/2022	531-4320-443.40-03	MONTHLY BILLING	280.46	
313440714	0222	000549		00	02/25/2022	551-4520-445.40-03	MONTHLY BILLING	214.25	

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000001	00	CENTURYLINK						
314117591	0222	000548	00	02/25/2022	602-1340-413.40-03	MONTHLY BILLING	1,628.74	
320501840	0222	000554	00	02/25/2022	602-1340-413.40-03	MONTHLY BILLING	80.24	
VENDOR TOTAL *							2,203.69	
0000429	00	CINTAS FIRE PROTECTION						
8405536989		000543	00	02/25/2022	501-4120-441.31-15	MONTHLY BILLING	EFT:	337.84
8405536989		000542	00	02/25/2022	501-4130-441.31-15	MONTHLY BILLING	EFT:	223.00
8405536989		000544	00	02/25/2022	521-4230-442.31-15	MONTHLY BILLING	EFT:	50.05
8405536989		000546	00	02/25/2022	531-4320-443.31-15	MONTHLY BILLING	EFT:	81.00
8405536989		000545	00	02/25/2022	531-4330-443.31-15	MONTHLY BILLING	EFT:	50.05
VENDOR TOTAL *							.00	741.94
0001842	00	CITY OF OLATHE						
63820		000541	00	02/25/2022	531-4320-443.31-15	LAB TESTING	EFT:	402.00
VENDOR TOTAL *							.00	402.00
0000069	00	COLEMAN EQUIPMENT, INC.						
506752		000540	00	02/25/2022	001-6120-461.43-02	KABOTA REPAIR	EFT:	1,815.48
VENDOR TOTAL *							.00	1,815.48
0099999	00	DELP, HEIDI						
000058925		UT	00	01/14/2022	501-0000-229.00-00	FINAL BILL REFUND	CHECK #: 129960	1,897.23-
VENDOR TOTAL *							.00	1,897.23-
0003751	00	EVOQUA WATER TECH, LLC						
905222498		000550	00	02/25/2022	531-4320-443.31-15	SUPPLIES	EFT:	275.22
VENDOR TOTAL *							.00	275.22
0004996	00	FLEX MADE EASY						
02242022		000554	00	02/25/2022	721-0000-202.03-11	CONTRIBUTIONS	EFT:	935.32
VENDOR TOTAL *							.00	935.32
0004402	00	FLICKINGER, MICHAEL						
2022 ICC		000534	00	02/25/2022	001-7120-471.46-01	2022 ICC PER DIEM	276.00	
VENDOR TOTAL *							276.00	
0000086	00	GALLS, LLC						
020463484		000550	00	02/25/2022	001-2120-421.53-02	UNIFORMS	EFT:	193.77
020452717		000550	00	02/25/2022	001-2120-421.53-02	UNIFORMS	EFT:	175.20
VENDOR TOTAL *							.00	368.97
0001101	00	GARDNER DISPOSAL SERVICE, INC.						
01-0000114	0222	000550	00	02/25/2022	001-6120-461.40-02	TRASH	EFT:	380.00
VENDOR TOTAL *							.00	380.00
0000092	00	GEORGE BUTLER ASSOC., INC.						
65826		PI0095 007476	00	02/24/2022	531-4340-443.61-03	PROFESSIONAL SERVICES	98,810.00	
VENDOR TOTAL *							98,810.00	
0004815	00	GRANICUS						

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004815 148734	00	GRANICUS 000550	00	02/25/2022	001-2110-421.52-20	ACCIDENT RPT LOOKUP WIDGE	EFT:	864.00
VENDOR TOTAL *							.00	864.00
0000297 17231229	00	HERITAGE-CRYSTAL CLEAN 000547	00	02/25/2022	501-4130-441.44-02	PARTS CLEANER	EFT:	421.72
VENDOR TOTAL *							.00	421.72
0005000	00	HUMANA INSURANCE COMPANY						
702625579		000570	00	02/25/2022	001-1120-411.21-01	MONTHLY BILLING	EFT:	4,934.88
702625579		000571	00	02/25/2022	001-1140-411.21-01	MONTHLY BILLING	EFT:	1,072.44
702625579		000572	00	02/25/2022	001-1150-411.21-01	MONTHLY BILLING	EFT:	536.22
702625579		000574	00	02/25/2022	001-1305-413.21-01	MONTHLY BILLING	EFT:	1,556.32
702625579		000575	00	02/25/2022	001-1310-413.21-01	MONTHLY BILLING	EFT:	5,236.14
702625579		000577	00	02/25/2022	001-1330-413.21-01	MONTHLY BILLING	EFT:	2,765.48
702625579		000579	00	02/25/2022	001-2110-421.21-01	MONTHLY BILLING	EFT:	4,199.00
702625579		000580	00	02/25/2022	001-2120-421.21-01	MONTHLY BILLING	EFT:	15,698.86
702625579		000581	00	02/25/2022	001-2130-421.21-01	MONTHLY BILLING	EFT:	536.22
702625579		000582	00	02/25/2022	001-3116-431.21-01	MONTHLY BILLING	EFT:	1,020.10
702625579		000583	00	02/25/2022	001-3120-431.21-01	MONTHLY BILLING	EFT:	5,689.06
702625579		000584	00	02/25/2022	001-3130-431.21-01	MONTHLY BILLING	EFT:	4,661.44
702625579		000592	00	02/25/2022	001-6105-461.21-01	MONTHLY BILLING	EFT:	5,099.42
702625579		000593	00	02/25/2022	001-6120-461.21-01	MONTHLY BILLING	EFT:	5,543.10
702625579		000594	00	02/25/2022	001-7110-471.21-01	MONTHLY BILLING	EFT:	3,490.76
702625579		000595	00	02/25/2022	001-7120-471.21-01	MONTHLY BILLING	EFT:	493.00
702625579		000585	00	02/25/2022	501-4110-441.21-01	MONTHLY BILLING	EFT:	1,261.50
702625579		000586	00	02/25/2022	501-4120-441.21-01	MONTHLY BILLING	EFT:	4,091.56
702625579		000587	00	02/25/2022	501-4130-441.21-01	MONTHLY BILLING	EFT:	8,425.64
702625579		000588	00	02/25/2022	521-4210-442.21-01	MONTHLY BILLING	EFT:	1,209.16
702625579		000589	00	02/25/2022	521-4220-442.21-01	MONTHLY BILLING	EFT:	5,818.70
702625579		000590	00	02/25/2022	521-4230-442.21-01	MONTHLY BILLING	EFT:	5,982.80
702625579		000591	00	02/25/2022	531-4320-443.21-01	MONTHLY BILLING	EFT:	3,778.06
702625579		000569	00	02/25/2022	601-1230-412.31-15	MONTHLY BILLING	EFT:	133.90
702625579		000573	00	02/25/2022	601-1230-412.21-01	MONTHLY BILLING	EFT:	536.22
702625579		000596	00	02/25/2022	601-1230-412.31-15	MONTHLY BILLING	EFT:	527.40
702625579		000578	00	02/25/2022	602-1340-413.21-01	MONTHLY BILLING	EFT:	3,627.48
702625579		000576	00	02/25/2022	604-1320-413.21-01	MONTHLY BILLING	EFT:	5,869.80
702625579		000568	00	02/25/2022	721-0000-202.03-08	MONTHLY BILLING	EFT:	19,982.93
VENDOR TOTAL *							.00	123,777.59
0000102 699410	00	ICMA RETIREMENT TRUST - 457 000551	00	02/23/2022	721-0000-202.03-04	CONTRIBUTIONS	CHECK #:	101 9,245.64
VENDOR TOTAL *							.00	9,245.64
0004633	00	INTEGRITY LOCATING SERVICES, LLC						
5788		000551	00	02/25/2022	001-3120-431.31-15	LOCATING SERVICES	EFT:	805.25
5788		000551	00	02/25/2022	501-4130-441.40-06	LOCATING SERVICES	EFT:	805.25
5788		000551	00	02/25/2022	521-4230-442.40-06	LOCATING SERVICES	EFT:	805.25
5788		000551	00	02/25/2022	531-4330-443.40-06	LOCATING SERVICES	EFT:	805.25
VENDOR TOTAL *							.00	3,221.00
0099999	00	JACKSON, HARLEY						

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0099999 000055015	00	JACKSON, HARLEY UT	00	02/23/2022	501-0000-229.00-00	FINAL BILL REFUND	163.78	
VENDOR TOTAL *							163.78	
0000412 01012022	00	KANSAS CITY METROPOLITAN CRIME 000551	00	02/25/2022	001-2110-421.46-02	2022 DUES	550.00	
VENDOR TOTAL *							550.00	
0000300 2054-H34P-R4A3	00	KANSAS DEPT OF REVENUE 000556	00	02/24/2022	501-0000-207.20-00	JAN '22 SALES TAX	CHECK #: 103	66,271.29
2054-8XM7-7J76		000563	00	02/24/2022	501-0000-140.01-00	JAN '22 USE TAX	CHECK #: 103	7,390.74
2054-8XM7-7J76		000557	00	02/24/2022	501-4110-441.48-02	JAN '22 USE TAX	CHECK #: 103	21.57
2054-8XM7-7J76		000558	00	02/24/2022	501-4120-441.48-02	JAN '22 USE TAX	CHECK #: 103	259.37
2054-8XM7-7J76		000559	00	02/24/2022	501-4130-441.48-02	JAN '22 USE TAX	CHECK #: 103	38.71
2054-KXB8-8G87		000564	00	02/24/2022	551-0000-207.20-00	JAN '22 SALES TAX	CHECK #: 103	335.52
2054-8XM7-7J76		000560	00	02/24/2022	602-1340-413.48-02	JAN '22 USE TAX	CHECK #: 103	20.16
2054-8XM7-7J76		000561	00	02/24/2022	603-3150-431.48-02	JAN '22 USE TAX	CHECK #: 103	132.52
2054-8XM7-7J76		000562	00	02/24/2022	604-1320-413.48-02	JAN '22 USE TAX	CHECK #: 103	852.42
VENDOR TOTAL *							.00	75,322.30
0000421 16520	00	KANSAS MUNICIPAL UTILITIES, INC. 000551	00	02/25/2022	601-1230-412.46-01	1ST QTR TRAINING	EFT:	3,490.00
VENDOR TOTAL *							.00	3,490.00
0000112 1110254	00	KANSAS ONE-CALL SYSTEM, INC. 000554	00	02/25/2022	531-4320-443.31-15	LOCATING SERVICES	EFT:	16.80
VENDOR TOTAL *							.00	16.80
0001446 EMP1-GD-2021-12007239	00	KMEA EMP #1 OPERATING ACCT 0007239	00	02/18/2022	501-0000-351.13-00	MONTHLY BILLING	EFT:	135,790.93-
EMP1-GD-2022-01000225		000225	00	02/18/2022	501-0000-351.13-00	MONTHLY BILLING	EFT:	229,452.01-
EMP1-GD-2021-12007238		0007238	00	02/18/2022	501-4120-441.41-01	MONTHLY BILLING	EFT:	19,003.58-
EMP1-GD-2022-01000225		000225	00	02/18/2022	501-4120-441.46-02	MONTHLY BILLING	EFT:	3,016.66
EMP1-GD-2022-01000225		000225	00	02/18/2022	501-4120-441.41-01	MONTHLY BILLING	EFT:	331,881.44
VENDOR TOTAL *							.00	49,348.42-
0002489 1634372	00	KPERS 000551	00	02/24/2022	721-0000-202.03-05	022422 PAY PERIOD	CHECK #: 112	691.24
1634386		000551	00	02/24/2022	721-0000-202.03-01	022422 PAY PERIOD	CHECK #: 112	41,606.39
VENDOR TOTAL *							.00	42,297.63
0002490 1634376	00	KPF 000551	00	02/24/2022	721-0000-202.03-05	022422 PAY PERIOD	CHECK #: 113	78.94
1634404		000551	00	02/24/2022	721-0000-202.03-02	022422 PAY PERIOD	CHECK #: 113	29,447.17
VENDOR TOTAL *							.00	29,526.11
0004769 11874362	00	KRONOS SAASHR, INC 000551	00	02/25/2022	602-1340-413.47-05	MONTHLY BILLING	EFT:	1,731.86
VENDOR TOTAL *							.00	1,731.86
0001368	00	LLOYD HAROLD						

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0001368 1570	00	LLOYD HAROLD PI0097 007926	00	02/07/2022	531-4320-443.43-02	ALARM UPGRADE	EFT:	6,245.00
VENDOR TOTAL *							.00	6,245.00
0000233 16263	00	MAXIMUM LAWN CARE 000551	00	02/25/2022	001-2110-421.31-15	SNOW REMOVAL	EFT:	2,192.00
VENDOR TOTAL *							.00	2,192.00
0000142 168929 00 163744 00 168954 00	00	OLATHE WINWATER WORKS 000551 000551 000551	00 00 00	02/25/2022 02/25/2022 02/25/2022	521-4230-442.52-32 521-4230-442.52-32 531-4330-443.52-12	LOCKING LIDS RESETTER GATOR WRAP	EFT: EFT: EFT:	1,500.00 175.00 1,200.00
VENDOR TOTAL *							.00	2,875.00
0000256 323678 323000 323732	00	OTTAWA COOP 000567 000565 000566	00 00 00	02/25/2022 02/25/2022 02/25/2022	521-4220-442.52-09 521-4230-442.52-09 521-4230-442.52-09	FUEL FUEL FUEL	EFT: EFT: EFT:	236.23 137.25 92.03
VENDOR TOTAL *							.00	465.51
0001569 INV03196894	00	PAYCOR, INC 000551	00	02/23/2022	001-1310-413.31-15	PAYROLL SERVICES	CHECK #: 107	534.61
VENDOR TOTAL *							.00	534.61
0004437 2022 KNOA	00	PEMBLETON, RAYMOND 000535	00	02/25/2022	001-2120-421.46-01	2022 IKNOA PER DIEM	165.20	
VENDOR TOTAL *							165.20	
0003110 478585	00	REJIS COMMISSION 000552	00	02/25/2022	001-2110-421.31-15	MONTHLY BILLING	EFT:	23.75
VENDOR TOTAL *							.00	23.75
0004793 102782 102792	00	RIVERVIEW STONE, LLC 000551 000551	00 00 00	02/25/2022 02/25/2022 02/25/2022	001-6120-461.52-01 001-6120-461.43-01	GENERAL MAINTENANCE LANDSCAPING	EFT: EFT:	216.00 574.80
VENDOR TOTAL *							.00	790.80
0001250 INV-000677604	00	SCHWEITZER ENGINEERING LABS, INC 000552	00	02/25/2022	501-4130-441.52-31	CABLE	EFT:	233.28
VENDOR TOTAL *							.00	233.28
0000160 129177	00	SHAWNEE COPY CENTER INC. 000554	00	02/25/2022	001-2110-421.47-02	BUSINESS CARDS - STILLMAN	EFT:	80.00
VENDOR TOTAL *							.00	80.00
0005111 3/21-124	00	SK DESIGN GROUP, INC. PI0093 007680	00	10/21/2021	401-6120-461.62-23	DESIGN SERVICES	EFT:	15,060.40
VENDOR TOTAL *							.00	15,060.40
0001786	00	SMITTY'S LAWN & GARDEN EQUIPMENT						

VEND NO	SEQ#	VENDOR NAME						EFT, EPAY OR
INVOICE		VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	HAND-ISSUED
NO		NO	NO		DATE	NO	DESCRIPTION	AMOUNT
								AMOUNT
0001786	00	SMITTY'S LAWN & GARDEN EQUIPMENT						
49200		000553		00	02/25/2022	001-6120-461.43-02	WEED EATER REPAIR	50.00
49455		000553		00	02/25/2022	001-6120-461.43-02	WEED EATER REPAIR	23.00
48872		000553		00	02/25/2022	001-6120-461.43-02	MOWER REPAIR	179.10
49199		000553		00	02/25/2022	001-6120-461.43-02	SMALL EQUIP REPAIRS	1,001.86
VENDOR TOTAL *								1,253.96
0001709	00	SPRINT						
403233312-242		000554		00	02/25/2022	001-1120-411.40-03	MONTHLY BILLING	EFT: 115.13
403233312-242		000554		00	02/25/2022	001-1140-411.40-03	MONTHLY BILLING	EFT: 38.38
403233312-242		000554		00	02/25/2022	001-1305-413.40-03	MONTHLY BILLING	EFT: 48.42
403233312-242		000554		00	02/25/2022	001-3110-431.40-03	MONTHLY BILLING	EFT: 28.72
403233312-242		000554		00	02/25/2022	001-3116-431.40-03	MONTHLY BILLING	EFT: 26.98
403233312-242		000554		00	02/25/2022	001-3120-431.40-03	MONTHLY BILLING	EFT: 174.90
403233312-242		000554		00	02/25/2022	001-3130-431.40-03	MONTHLY BILLING	EFT: 38.61
403233312-242		000554		00	02/25/2022	001-6105-461.40-03	MONTHLY BILLING	EFT: 542.83
403233312-242		000554		00	02/25/2022	001-6120-461.40-03	MONTHLY BILLING	EFT: 304.73
403233312-242		000554		00	02/25/2022	001-7120-471.40-03	MONTHLY BILLING	EFT: 112.52
403233312-242		000554		00	02/25/2022	501-4110-441.40-03	MONTHLY BILLING	EFT: 241.06
403233312-242		000554		00	02/25/2022	501-4120-441.40-03	MONTHLY BILLING	EFT: 149.19
403233312-242		000554		00	02/25/2022	501-4130-441.40-03	MONTHLY BILLING	EFT: 148.40
403233312-242		000554		00	02/25/2022	521-4220-442.40-03	MONTHLY BILLING	EFT: 613.77
403233312-242		000554		00	02/25/2022	521-4220-442.40-03	MONTHLY BILLING	EFT: 10.21
403233312-242		000554		00	02/25/2022	521-4230-442.40-03	MONTHLY BILLING	EFT: 36.99
403233312-242		000554		00	02/25/2022	531-4320-443.40-03	MONTHLY BILLING	EFT: 121.14
403233312-242		000554		00	02/25/2022	531-4330-443.40-03	MONTHLY BILLING	EFT: 163.67
403233312-242		000554		00	02/25/2022	601-1230-412.40-03	MONTHLY BILLING	EFT: 38.47
403233312-242		000554		00	02/25/2022	602-1340-413.40-03	MONTHLY BILLING	EFT: 860.48
403233312-242		000554		00	02/25/2022	603-3150-431.40-03	MONTHLY BILLING	EFT: 38.38
403233312-242		000554		00	02/25/2022	604-1320-413.40-03	MONTHLY BILLING	EFT: 170.69
VENDOR TOTAL *								.00 4,023.67
0004785	00	SUMNERONE, INC						
3133491		000552		00	02/25/2022	602-1340-413.43-02	MONTHLY BILLING	EFT: 92.12
VENDOR TOTAL *								.00 92.12
0003836	00	UNIVERSAL SIGN & DISPLAY LLC						
12094		000554		00	02/25/2022	001-6130-461.52-20	BANNER	150.00
VENDOR TOTAL *								150.00
0000238	00	USA BLUE BOOK						
862490		000554		00	02/25/2022	521-4220-442.52-12	LAB SUPPLIES	EFT: 530.13
878888		000554		00	02/25/2022	531-4320-443.52-13	PH BUFFER	EFT: 599.06
VENDOR TOTAL *								.00 1,129.19
0000746	00	VANCE BROTHERS, INC						
IG00013086		000554		00	02/25/2022	001-3120-431.52-08	ASPHALT FOR WAVERLY	EFT: 500.00
VENDOR TOTAL *								.00 500.00
0000006	00	VERMEER INC.						

VEND NO	SEQ#	VENDOR NAME							EFT, EPAY OR
INVOICE		VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	HAND-ISSUED
NO		NO	NO		DATE	NO	DESCRIPTION	AMOUNT	AMOUNT
0000006	00	VERMEER INC.							
W14818		000554		00	02/25/2022	501-4130-441.43-02	TRENCH REPAIRS	EFT:	1,657.76
							VENDOR TOTAL *	.00	1,657.76
0003687	00	WATCHGUARD VIDEO							
4RENORD0014953API0096	007924	00	02/08/2022		001-2120-421.61-04	IN CAR EQUIPMENT		13,830.00	
							VENDOR TOTAL *	13,830.00	
0003221	00	WEX BANK							
78502354		000619		00	02/25/2022	001-2110-421.52-09	FUEL	EFT:	219.08
78502354		000620		00	02/25/2022	001-2120-421.52-09	FUEL	EFT:	6,446.27
78502354		000622		00	02/25/2022	001-2120-421.43-05	FUEL	EFT:	656.10
78502354		000621		00	02/25/2022	001-2130-421.52-09	FUEL	EFT:	136.68
78502354		000627		00	02/25/2022	001-3116-431.52-09	FUEL	EFT:	129.49
7831689		000617		00	02/25/2022	001-3120-431.52-09	FUEL	EFT:	292.53
78502354		000629		00	02/25/2022	001-3120-431.52-09	FUEL	EFT:	3,482.75
78502354		000626		00	02/25/2022	001-3130-431.52-09	FUEL	EFT:	158.60
78502354		000618		00	02/25/2022	001-6120-461.52-09	FUEL	EFT:	552.20
78502354		000623		00	02/25/2022	001-7120-471.52-09	FUEL	EFT:	172.41
7831689		000612		00	02/25/2022	501-4120-441.52-09	FUEL	EFT:	308.10
7831689		000613		00	02/25/2022	501-4130-441.52-09	FUEL	EFT:	2,326.45
7831689		000611		00	02/25/2022	521-4220-442.52-09	FUEL	EFT:	114.62
7831689		000616		00	02/25/2022	521-4230-442.52-09	FUEL	EFT:	1,326.89
7831689		000614		00	02/25/2022	531-4320-443.52-09	FUEL	EFT:	831.29
7831689		000615		00	02/25/2022	531-4330-443.52-09	FUEL	EFT:	490.23
78502354		000628		00	02/25/2022	551-4520-445.52-09	FUEL	EFT:	142.65
78502354		000625		00	02/25/2022	603-3150-431.52-09	FUEL	EFT:	190.94
78502354		000624		00	02/25/2022	604-1320-413.52-09	FUEL	EFT:	403.03
							VENDOR TOTAL *	.00	18,380.31
							HAND ISSUED TOTAL ***		155,029.06
							EFT/EPAY TOTAL ***		159,101.77
							TOTAL EXPENDITURES ****	117,745.13	314,130.83
						GRAND TOTAL *****			431,875.96

COUNCIL ACTION FORM**CONSENT AGENDA ITEM NO. 3****MEETING DATE: MARCH 7, 2022****STAFF CONTACT: MATT PONZER, ELECTRIC GENERATION MANAGER**

Agenda Item: Consider authorizing the City Administrator to enter into a contract with HPI Energy for Phase 2 of the Gas Turbine Control Systems Upgrade

Strategic Priority: Infrastructure and Asset Management
Fiscal Stewardship

Department: Utilities – Electric Division

Staff Recommendation:

Staff recommends authorizing the City Administrator to enter into a contract with HPI Energy for Phase 2 of the Gas Turbine Control Systems Upgrade for a lump sum cost of \$1,180,761.19

Background and Description of Item:

At the February 7, 2022 regular City Council meeting, the City approved an agreement with HPI Energy to begin Phase 1 of the gas turbine control system upgrade. During the same City Council meeting, the time sensitive nature of the project was additionally discussed. In order to complete the project in time to perform the Summer Capability Testing required by the Southwest Power Pool, HPI has provided a proposal for Phase 2 while executing the work on Phase 1.

*Price Comparison with Reference Projects:*HPI Energy Pricing:

The base scope of the project is to replace the turbine and generator control panel, instrumentation, fuel control valve, and wiring. In addition to the base control system, the units need the motor control center, DC battery bank, and starting clutch replaced.

Base Cost (turbine & generator control panel, Instrumentation, Wiring, Fuel Control Valve)	\$1,073,509.21
Additional Price #1 – Motor Control Center x2	\$266,843.37
Additional Price #2 – Starting SSS Clutch x1	\$78,558.43
Additional Price #3 – DC Battery Bank x1	\$28,693.55
Total	\$1,447,604.56

Staff recommends performing the work included in the base price, along with options two and three (Starting SS Clutch and DC Battery Bank) for a total cost of \$1,180,761.19.

Reference Pricing:

During the request for qualifications process, the City requested the inclusion of reference projects with similar base scopes and related pricing. A selection of these references is listed below:

Reference 1 – Four (4) GE Frame 6 Gas Turbines control system upgrade including fuel valves for **\$2,163,509**.

Reference 2 – Three (3) GE Gas Turbines control system upgrade including fuel valves and SSS Clutch and Inlet Guide Vane Actuators for **\$2,411,179**.

Reference 3 – One (1) Siemens 501B Gas Turbine control system, instrumentation, and wiring for **\$500,000**.

Reference 4 – Two (2) GE Frame 5 Gas Turbine control system, instrumentation, wiring, MCC, fuel valve, and SSS Clutch for **\$1,420,361**.

After checking prices with other electrical contractors, the only item that seems too high is the Motor Control Center (MCC) replacement, so staff is not recommending this item. The MCC will be replaced at a later date.

Financial Impact:

Funding for this project will come from the Electric Fund. The original project budget was \$450,000. The Electric Fund balance can cover the additional cost of the project.

Attachments:

- Attachment 1 – HPI Energy Phase 2 Proposal

Suggested Motion:

Authorize the City Administrator to enter into a contract with HPI Energy for Phase 2 of the Gas Turbine Control Systems Upgrade for a lump sum cost of \$1,180,761.19



Technical and Commercial Proposal

To perform the

**Gas Turbine Control System
Upgrade EL2202**

for

**GARDNER UTILITIES DEPARTMENT
CITY OF GARDNER, KS**

RFQ EL-2202

HPI Proposal No. P_22_6265 Rev.1



February 25, 2022

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**PROPRIETARY INFORMATION NOTICE
RESTRICTIONS ON USE AND DISCLOSURE OF HPI ENERGY SERVICES
PROPOSAL INFORMATION**

This proposal and the correspondence and communications concerning this - proposal developed by HPI Energy Services and provided to this customer are the property of HPI Energy Services. The proposal and the information contained therein is furnished with the understanding that it will not, without the prior written consent of HPI Energy Services, be used for any purposes other than in connection with the evaluation of HPI Energy Services proposal and the selection of suppliers for the project and in no event will the proposal or any information contained therein be disclosed to any third party without the prior written consent of HPI Energy Services. The proposal contains information that is confidential and proprietary to HPI Energy Services including without limitation information relating to price, payment terms, warranty, and performance guarantees.

The Owner/customer agrees to return the proposal and all copies or extracts thereof upon termination of HPI Energy Services participation in the project, or upon written request from HPI Energy Services.



First Point Assessment Registration No: #10049487



HPI Energy Services, LLC USA ISO-9001, ISO-14001, ISO-18001 Certificates

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1 INTRODUCTION

HPI is pleased to submit this proposal to The City of Gardner, KS for the upgrade of the PAL5000 control system and Generator Control Panel and Motor Control Center used for the GT-1 and GT-2 Frame 5 Generator Sets. The proposed control system will match and exceed the capacity of the existing PAL5000 system whilst enhancing their operational versatility, reliability and maintenance. HPI will use its extensive knowledge and experience of working on the latest Frame 5 Gas Turbine control systems to complete this retrofit from the OEM control system and will provide a solution that greatly improves the reliability and functionality of the Control and Protection System.

As a customer you will have valuable input throughout the retrofit process and will find the solution well-tailored to fit your requirements. In addition these controls can set a precedent for your facility in terms of a technology path forward, enabling better logistics for spares and maintenance in the future.

2 HISTORY

HPI is an established company specializing in the design/development, engineering, manufacturing, testing and installation of retrofit control and monitoring systems for industrial turbo-machinery applications. HPI is a recognized provider of rotating equipment EPC, support, maintenance and upgrade services to the global hydrocarbon and power industries. In its second decade since inception, HPI has grown from being solely a Houston based company into a global organization which has allowed HPI to develop a worldwide network of offices and facilities, each strategically located to be close to its key customers. HPI's continual growth has given it the capability to deliver projects ranging in value from transactional services costing a few thousand dollars to complex multi-million dollar turnkey contracts. Regardless of the value of the contract, HPI applies its core values of customer focus, quality, responsiveness and flexibility to ensure that every project is delivered safely, on time, within budget and to full customer satisfaction.

HPI can trace its pedigree back to the industry giants Hawker Siddeley Dynamics Engineering (HSDE) and Vosper Thornycroft (VT). HSDE developed a range of electronic gas turbine controllers for industrial and marine use in the 1960's and was later acquired by VT in 1995. When VT Controls withdrew from the industry in 2002 a team of former VT executives and senior engineers recognized that there was still a significant demand for an independent gas turbine controls supplier and formed HPI to provide PLC based control systems and aftermarket support to industrial gas turbine users worldwide. Using their controls expertise, personal experience and empirically available data, HPI's team developed its own IP which has been deployed successfully on numerous gas turbine control projects since its launch. HPI has grown rapidly since its inception to become a recognized supplier of turbine control systems and services worldwide.

A detailed experience list can be provided if requested.

3 HEALTH, SAFETY & ENVIRONMENT

HPI is fully committed to the health, safety and wellbeing of all people with whom it interacts. Assessment of HSE hazards, risks and mitigations are always at the forefront of the company's activities being given equal priority to other business critical activities. The company successfully achieving OHSAS 18001 accreditation confirms this commitment but perhaps one of the most significant indicators is its industry leading TRIR metrics.

HPI is equally committed to its environmental responsibilities, in recognition of which its demonstrated conformance with its environmental management system has been independently audited to comply with ISO Standard 14001.

4 QUALITY

An effective quality management system with demonstrated quality delivery has been pivotal to HPI's success. In addition to the company's ISO 9001 accreditation, it is a registered Achilles FPAL and UVDB Verify supplier. The company has also been audited to other stringent quality requirements such as those of the nuclear industry in Canada.

5 HPI CONTROL SYSTEM SOLUTIONS

HPI take time and effort to tailor make a proposal to meet each customers individual project specifications. The following section will describe the varying scopes of work and products typically offered and supplied by HPI in a Gas Turbine Control System Upgrade.

HPI has extensive experience and expertise with control system upgrades in all the following GE Gas Turbine engines-

- LM1600
- LM2500
- LM5000
- LM6000
- MS1002
- MS3002
- MS5001
- MS5001D
- MS5001K
- MS5001L
- MS5001LA
- MS5001M
- MS5001N
- MS5001P
- MS5002
- MS6001B
- MS7001EA
- MS7001FA
- PGT2
- PGT5
- PGT10

HPI provides fully engineered, custom, PLC-based control systems for aeroderivative, heavy industrial and light industrial turbomachinery applications. By leveraging open- architecture, commercially off-the-shelf (COTS) PLC control systems, HPI can provide a custom range of controls with the PLC's inherent data sharing, management, remote control, and monitoring capabilities.

HPI's PLC control systems typically include software, hardware, instrumentation, interfaces, protection systems, condition monitoring, installation, commissioning, documentation, training, and support. In addition, HPI's PLC control systems can easily integrate with balance of plant (BOP), supervisory control and data acquisition (SCADA), or distributed control systems (DCS).

HPI's control systems have the inherent PLC features of extensive input/output (I/O) and often include a customized human-machine interface (HMI). Depending on the application, HPI incorporates rapid scan times for high-speed or precision control. As a Rockwell System Integrator, HPI has extensive experience with the Allen- Bradley Logix™ PLC and Logix™ software to offer proven solutions in multiple applications.

6 BENEFITS OF HPI CONTROLLOGIX BASED TURBINE CONTROL SYSTEM

1. Allen Bradley Control Platform is used successfully in 1000's of Gas Turbine applications worldwide on a wide range of gas turbine manufacturers including GE, Rolls Royce, Solar Turbines, Pratt & Whitney, Westinghouse.
2. Significantly Lower system cost. Material cost is significantly lower while still meeting or exceeding the performance capabilities of the Speedtronic system.
3. Lower cost of HPI's installation and support. MRK II on the contrary has High cost for installation and maintenance (Technical assistance and parts)
4. HPI Commissioning Personnel are skilled in all aspects of the system during the commissioning phase, and are able to undertake and implement modifications/design changes without the need to refer back to head office to await for the modification to be performed. HPI commissioning engineers are multidiscipline, having experience in the turbine control system, turbine and drive operation, generator protections, etc.
5. Lower Running and maintenance costs.
6. Open Architecture offers the user ability to maintain/modify system without being tied to original supplier such as GE. The Speedtronic system requires the use of costly GE maintenance tools to allow viewing of system software. Unable to modify system without GE personnel.
7. Speedtronic system requires GE to undertake system or software modifications.
8. Greater System flexibility. The open nature of the software allows the user or other 3rd parties to add additional functionality without the need to return to original supplier. With Speedtronic system the end user is tied to GE to upgrade system.
9. Worldwide distributor network ensures new or replacement parts are available locally, generally spares are available next day.
10. HPI ControlLogix solution has a throughput of 10mS whereas the GE Mark II minimum Frame Rate is 10ms, meaning that the system throughput, ie the system's ability to respond to a change is longer (typically 40mS). Consequently the HPI system is more capable of executing critical and more complex algorithm when required.
11. System reliability is not measurably increased by the use of a triplicated CPU architecture system with simplex I/O (standard configuration of the Mark VIE controller). When looking at the reliability of an overall system it is necessary to consider the Mean Time Between Failure (MTBF) and the Mean Time To Repair (MTTR) of all the components in the system, of which the control system is one; the wiring and field devices represent the balance of the system. Typically the control system is the most reliable component by far, regardless of whether it is a Dual Redundant or TMR installation. In fact the Allen Bradley ControlLogix system has published MTBF figures which have been validated by a third-party, proof of the ControlLogix platform's high MTBF and low MTTR. For example the ControlLogix 1756-L61 processor has an MBFT of 815,822 hours (93 years) and a MTTR of less than 1 hour, depending on the availability of a spare module.

12. As a standard part of the upgrade process on any GE gas turbine control system, HPI incorporates the latest Technical Information Letters (TIL's) available from that site plus the other sites on which HPI has carried out upgrades. As a result HPI's software meets or exceeds the current GE algorithms.
13. Additionally it has been HPI's experience that GE's restrictive policy on software changes and high field services rates, has resulted in our customers requesting a number of additional features & functionally be incorporated within HPI control systems which GE had previously made difficult or cost restrictive.
14. With memory options ranging up to 8MB, ControlLogix controllers support intensive process applications and provide fast processing of motion instructions in a single integrated solution.
15. ControlLogix provides modular network communications that let you purchase only what you need. Interface using ControlLogix communication modules via a ControlLogix gateway, without the need for a processor in the gateway chassis, or interface directly to a ControlLogix processor.
16. The ControlLogix solution also provides time synchronization capabilities, which is useful in first fault and process sequencing applications especially.

7 PROPOSED SOLUTION – BASE SCOPE

7.1 System Overview

The Generator sets are arranged in 1 Power Blocks with 2 Frame 5 generators per Power Block. The HPI ES base solution utilizes a single processor for the control of a single Frame 5.

The replacement controller for the Turbine Control System is based upon the Allen Bradley ControlLogix Controller and Flex I/O modules for the field signals. The new Controller will contain the software for the Gas Turbine governor control, Start, Stop and Auxiliary System sequencing.

The existing turbine control cabinets, Generator Protection Cabinets and Marshalling Cabinets will be demolished.

The new control system will be delivered in two new cabinets per unit:

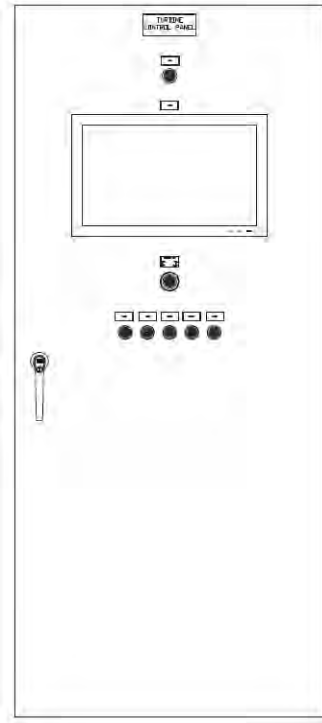
7.1.1 The Turbine Control Panel (TCP)

The TCP shall be located in the power block control room containing the main PLC, Main Emergency Shutdown Chain and hardwired signals to interface with the Automatic Voltage Regulator (AVR), Motor Control Center (MCC) and the Generator Control Panel.

The control system will be equipped with a local door mounted touch screen Factory Talk based HMI display through which the gas turbine will be monitored and operated. In addition five pushbuttons, Start, Shutdown, Alarm Acknowledge, Alarm Reset and Emergency Stop will be fitted to the front door of the local panel, which can be utilized when necessary, ie: in the event of a communications failure, or during troubleshooting. Note: Shutdown and E-Stop buttons will be of the Extended Head type with Guard Ring to avoid accidental trip.

The sup-panel located in each TCP within the local control room shall be fitted with the following:

- ControlLogix Chassis containing the Power supply Processor, DLR Interface and Ethernet interface
- Flex I/O modules required to interface to Control and Instrumentation signals local to the control Room.
- Dual Redundant Power Supplies.
- Relays for switching of high current and high voltage (125DC, 220AC etc.) supplies
- Circuit Breakers, Fuses, etc.
- Independent Hardwired Emergency Shutdown Chain (ESD)



Proposed Replacement Door Layout

7.1.2 The Turbine Skid Junction Box

Flex I/O shall be located out on the turbine skid in a new Hoffman NEMA 4X stainless steel enclosure, the enclosure shall be 48" x 36" x 12" and be located at the far end of the turbine skid, near the existing turbine junction boxes. The enclosure shall be fitted at such a height as to provide a convenient height for ease of maintenance.



Typical Turbine Skid Junction Box

The enclosure shall house the following:

- Flex I/O modules required to interface to Control and Instrumentation signals local to the control Room.
- Dual Redundant 125VDC to 24VDC converter.
- Relays for switching of high current and high voltage (125DC, 220AC etc.) supplies
- Phoenix UDMTK 5-P/P sliding link terminals
- Circuit Breakers, Fuses, etc.
- Independent Overspeed Protection

The Skid mounted Flex I/O shall interface to the signals located in the existing turbine junction boxes at the far end of the skid. New terminals shall be fitted to the existing Turbine JB's.

Where signal wiring has been re-routed, as in the case for the EGT signals. HPI shall re-route the signals back to the new Skid mounted junction box. All necessary Conduit, Cable Pull Boxes etc shall be provided and fitted by HPI.

The existing vibration signals shall be interfaced to control via hardwire link.

To ensure the integrity of the Independent Shutdown Chain it will be necessary to provide new cross-site cabling from the Local Control Room to the turbine skid, such that in the event of an emergency shutdown the independent shutdown system operates correctly and safely. The ESD shall ensure all fuel and lubrication systems are moved to their safe operating condition in the event of a trip condition or power failure.

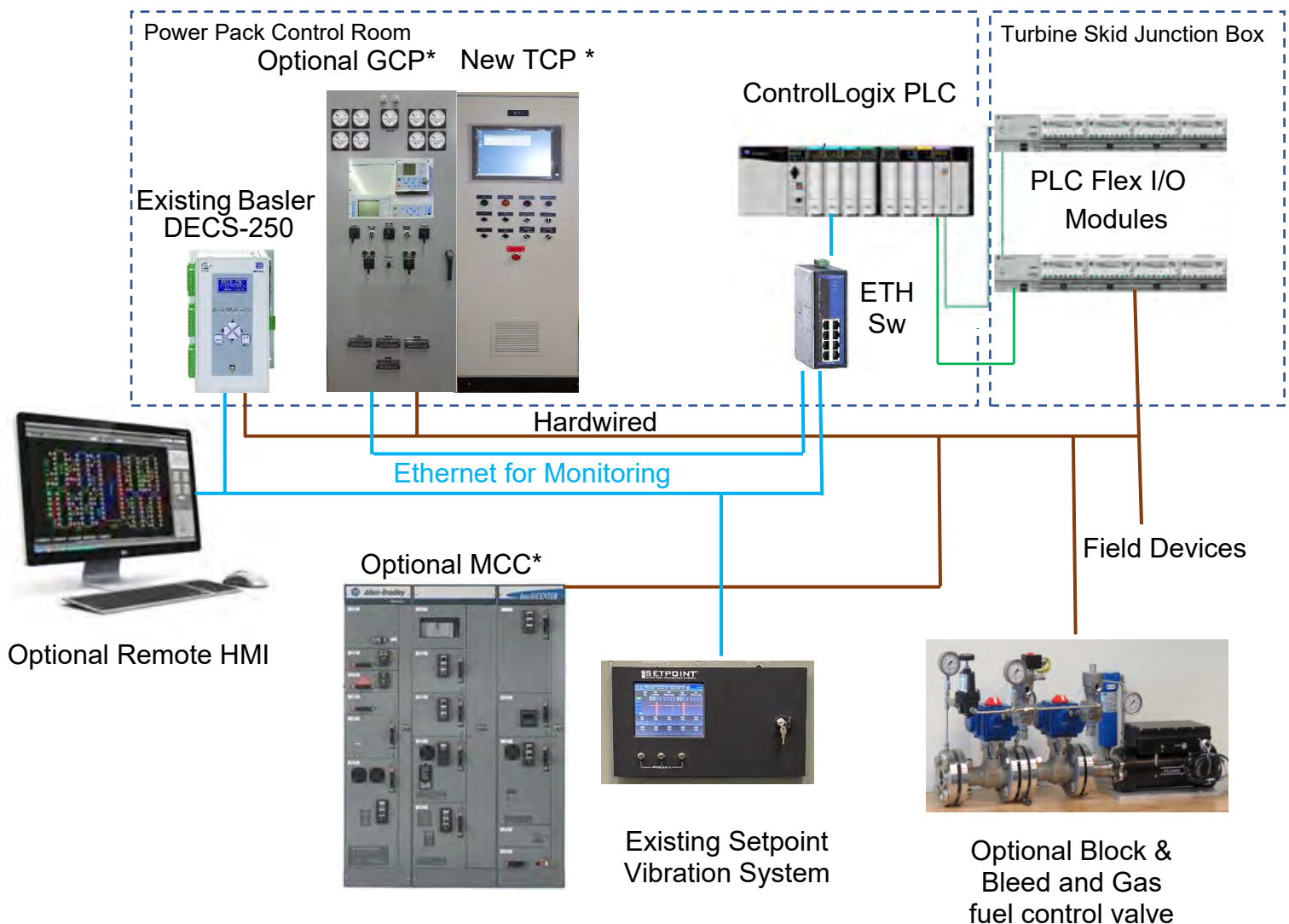
An active speed probe shall be fitted in place of one of the existing passive probes, this will allow the system to accurately determine the zero speed point prior to engagement of the ratchet.

Additionally, the scope of work for this project will include Automatic Voltage Regulator (AVR) and Generator and GSU Protection Relays which will be described separately in the following sections of this proposal.

7.2 System Architecture - Communication Network Overview

The following proposed architecture drawing shows a complete system network design with the new AB PLC system and optional equipment incorporated. Three separate networks/media will be provided with the latest software revision/version available for each case:

- Ethernet: for monitoring and supervisory data acquisition.
- Ethernet Device Level Ring for the PLC control equipment, offering fault tolerant communication between processor and I/O modules.
- Hardwired: direct connection between physical equipment and PLC I/O modules



*Typical Panel Layout

7.3 Scope Overview

HPI will supply a turnkey controls system upgrade which will include the following main areas.

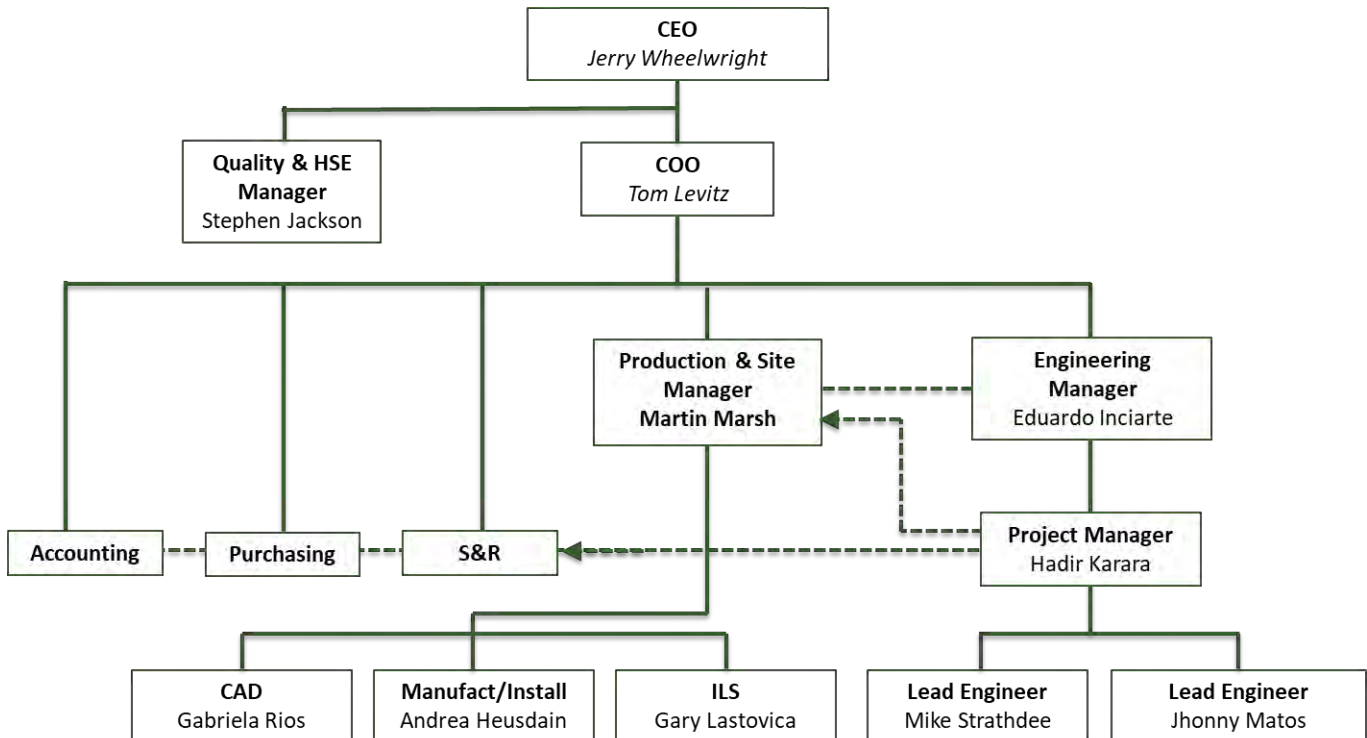
7.3.1 For the Turbine Control Panel (TCP):

- Engineering of TCP
- Build and configuration of control logic for Turbine Control Panel
- Develop operator HMI for local control and monitoring of each Turbine
- Provide and install required field devices for TCP
- New wiring from TCP to new field devices
- System checkout and loop checks preformed with City of Gardner technician observation for training familiarization
- Startup support on site

7.3.2 HPI Engineering Services will be provide for:

- In-House design and implementation of the new system
- HPI manufactured control panels
- Customer witnessed Factor Acceptance Test (FAT)
- Installation and Commissioning (I&C)
- Supply all Project Documentation, consisting of:
 - Functional Design Specifications(FDS)
 - Factory Acceptance Test (FAT)
 - Drawings for new delivered/replaced systems, including markups to the existing City of Gardner drawings where the new system interfaces with the old
 - Installation and Commissioning Manual (I&C)
- Project Management
- Quality Assurance

7.4 HPI Project Structure for City of Gardner Frame 5 Retrofit



8 CONTROL PANEL UPGRADE DESIGN AND MANUFACTURE

All design and manufacturing for the new control panels and control systems will be executed at HPI's Houston facility. The control panels and sub-panel upgrades will be custom built in-house to meet project specifications and requirements according to best knowledge of the equipment currently installed. All panel fabrications are built in accordance to UL508 and UL689 quality programs.

The new equipment for the gas turbine will be housed in the enclosure, with new back and side panels and a new door for the control enclosure. Those will be supplied with the following major equipment.

8.1 Allen Bradley ControlLogix

The existing control system and their associated equipment in the existing control panel will be removed. HPI will install a replacement control system with a ControlLogix controller and Flex I/O modules.

ControlLogix brings together the benefits of the Logix platform — common programming environment, common networks, common control engine — to provide the performance required in an easy-to-use environment. The ControlLogix controller features a modular control platform with virtually infinite expansion of controllers, networks and I/O.

There are a number of key advantages to using ControlLogix: -

- Proven platform for propulsion controls
- Allen Bradley offers worldwide technical support and spare parts.
- The advance diagnostics provided by the PLC allows faults to be diagnosed quickly.
- The easy access to the PLC and Flex I/O modules allows easy on-site replacement of parts.
- All configurations are resident within the software; therefore, no in-depth knowledge of ControlLogix is required to carry out repairs.
- Simple inclusion of upgrades and system changes.

All of the control, monitor, protection and sequence functions are built into the PLC controller. The functionality will be based on the existing system, with the addition of the advanced diagnostic and fault monitoring capabilities that are inherent to a latest technology PLC installation.

8.1.1 Flex I/O

The I/O will be monitored and controlled using Allen Bradley Flex I/O modules located on the sub-panels. These communicate with the ControlLogix processor and using DLR (Device Level Ring) Ethernet/IP communications.



A typical sub panel layout utilizing Allen Bradley's FLEX I/O modules is shown in the photograph above.

8.1.2 Vibration Monitoring & Protection

The existing vibration system will be interfaced with the new control system.

8.1.3 Overspeed Detection System

To monitor the turbine overspeed protection HPI will use the Jaquet T401 Single Channel Tachometer Speed Switch. The Speed Probes will wire directly to this new module which converts absolute speed into a 4-20mA signal that can be brought directly back to the PLC. HPI will incorporate terminal points in the GT Panels to allow easy access to connect a frequency simulator which will allow Overspeed Testing of the units. T401 Module includes the following features:

- 10-30 DCV Power Supply
- Includes 2 limits (A/B) with programmable hysteresis
- Isolated signal input with automatic trigger level adjustment
- Built-in isolated sensor supply with sensor monitoring
- Open collector output of sensor frequency
- Pluggable terminals
- Configuration and status via included Windows software
- Accuracy class 0.05% for limits & 0.5% for analog signals



8.1.4 Watchdog Relay

The watchdog circuit consists of an independent hardwired timer, which is continually pulsed by the control system. The timer is pulsed every PLC scan and it will time-out after 200 milliseconds. If the timer times-out, the ESD circuit is interrupted, resulting in a turbine shutdown.

8.1.5 Hardwired Independent Shutdown Loop

The emergency shutdown system is used to shutoff fuel flow to the turbine by immediately closing all fuel shutoff valves, de-energizing the 20HD solenoid, and ensuring the lubrication system is activated.

A hardwired, daisy chain (series) of relays is used to supply power to the fuel shutoff valve solenoids. If any relay opens, power to the fuel shutoff valve solenoids will be interrupted. The most critical trip signals are wired to this daisy chain of relays to assure safe operations.

A summary trip signal is used to control one of the ESD relays connected in series. The ladder logic software controls the state of the summary trip signal. The ladder logic summary trip rung consists of a number of critical signals (including controller faults) connected in series. If any fault indication is present in the summary trip software, the summary trip signal will be set to logic zero causing the ESD daisy chain to be broken.

When an emergency shutdown occurs, the selected fuel control valve will be instructed to close at the maximum rate, and the fuel shutoff valves will close immediately.

8.1.6 Power Supply (Brand to be defined later)

Redundant Power supplies providing a clean to 24VDC supply will be mounted within the Panel. The power supplies will be sized such that one power supply is capable of supplying the complete load of the system. The 24VDC supply will be monitored for faults. Any such fault will be alarmed on the HMI. Circuit Breakers shall be fitted to all incoming feeders, and in addition all outputs shall be individually fused.



8.1.7 Ground Fault Relay

The A-ISOMETER® IR425 monitors for ground faults in ungrounded AC and DC systems from 0 to 300 V by measuring the system's insulation resistance. The IR425 is designed to aid predictive maintenance and detect ground faults in ungrounded systems before leakage current may even be present.



8.1.8 Interposing Relays

Due to the inductive nature and current requirements of some field devices interposing relays are provided as final drivers. These interposing relays will be mounted and pre-wired on the sub-plate in order to provide a complete pre-tested assembly.



8.1.9 Ethernet Switch

An Ethernet switch will be mounted on the sub-panels and will provide a connection point for the HMI and ControlLogix system.

Proposed switch is Stratix 2000 with the following features:

- Offers a low-cost, compact solution
- Includes ability to automatically negotiate speed and duplex settings
- Operates on 120V AC or 24V DC power
- Includes automatic cable cross-over detection



8.1.10 Door Mounted HMI

A panel mounted touchscreen HMI will be provided, located on the turbine control panel. The HMI will use Rockwell FactoryTalk runtime software. Details of the HMI mimics provided are described later in this document. The HMI will include a large storage drive to allow trending and alarm history information to be maintained on the unit.



A keyboard and mouse will be installed in a drawer below the HMI.

All software licenses will be registered to customer.

8.1.11 Maintenance Laptop & Software

HPI will supply a maintenance laptop, typically a Dell Latitude or similar, and case. The laptop will be installed with the following software to allow maintenance of the control system: -

- Rockwell Studio5000
- Rockwell FactoryTalk Development software
- DECS-250 Configuration Software

8.2 Speed Probe

HPI will also provide AI-TEK speed probes, which have been successful in similar applications. Accurate speed measurement is a requirement for many engine and generator applications. AI-TEK Active Hall effect probes provide an accurate and reliable means of converting rotational speed into a signal that can be measured by electronic control equipment.

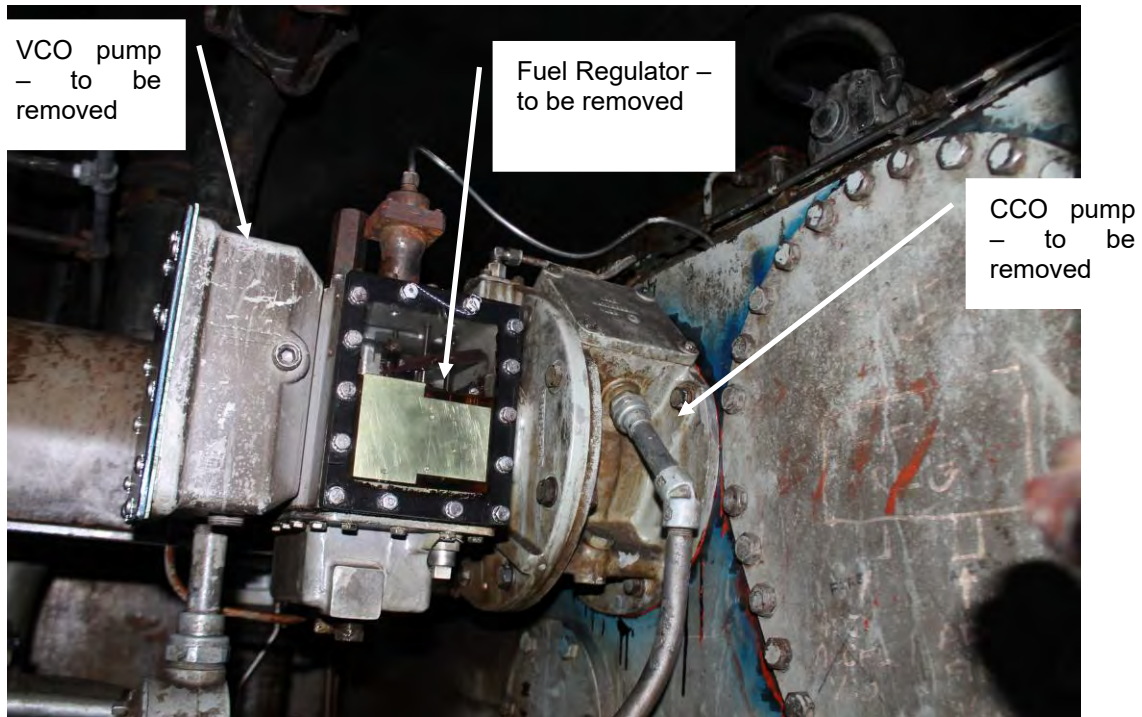


8.2.1 Tooth Gear

HPI will install a 60 toothed Gear for speed monitoring, control and protection. Three speed pickups will be mounted in the stub shaft of the CCO.

8.2.2 Removal of existing hydraulic system

The installation will remove all hydraulic components related to the VCO. The existing CCO, fuel regulator, and VCO pump on the accessory gearbox will be removed. A 60 tooth wheel will be installed on the stub shaft where the CCO currently sits. Three new speed pickup probes will be installed on this wheel for speed sensing by the PLC.



The hydraulic lines from the fuel regulator to the OilGear variable displacement pump will be removed. The ports for these lines on the OilGear pump will be capped.

8.3 Excitation/Automated Voltage Regulator (AVR)

HPI will reuse and integrate the existing Basler DECS-250 to the new provided control system.

8.4 GE Frame Unit Fast Start Capabilities

HPI have performed the following fast start/loading functionality on the Frame 7EA at Sacramento Municipal Utility District (SMUD) and the Frame 5's at Silicon Valley Power (SVP) amongst others. All GE Frame engine control systems we provide have this functionality built in, however many of the customers do not utilize it. The most common use of a faster start sequence is for customers to be on-line within 10 minutes.

Figure 1 below is a typical startup curve for GE Frame Gas Turbines. GE allows for a Fast Start option that eliminates the purge sequence due to a purge credit.

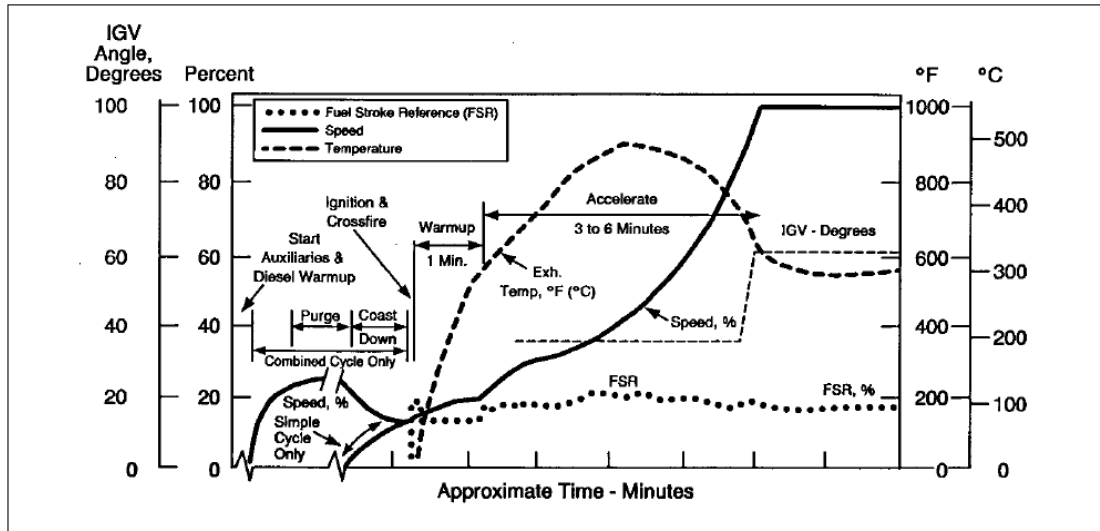


Figure 1 – Typical Startup Characteristics

Model Series	Type of Start	Starting Device	Minutes			
			Diesel Warmup Time	+	Turbine Starting Time	= Time to Full Speed No Load
LM5000	Normal	Hydraulic	NA		7.0	7.0
MS5001P	Normal	Diesel	2		7.17	9.17
	Fast Load	Diesel	1/2		7.17	7.67
	Emergency	Big Diesel	1/2		4.0	4.5
MS6001B	Normal	Diesel	2		10.0	12.0
	Fast Load	Diesel	1/2		6.67	7.17
MS7001EA	Normal	Motor	NA		7.5	7.5
	Fast Load	Motor	NA		7.5	7.5
MS7001FA	Normal	Motor/LCI	NA		9.0	9.0
MS9001E	Normal	Motor	NA		8.17	8.17
	Fast Load	Motor	NA		8.17	8.17
MS9001FA	Normal	Motor/LCI	NA		9.0	9.0
LCI = Load Commutating Inverter (Static Starter)						

Figure 2 – Simple Cycle Startup Times

The decrease in startup time is achieved by a combination of reduced warm up times for the Diesel and the gas turbine, more rapid acceleration rates to FSNL, faster loading rates to FSFL, and reduced or eliminated purge rates.

It may be possible to more accurately calculate the actual purge requirements for the existing installation, and reduce the purge time. It should be noted that the exact loading rates will need to be determined by inspection of the generator data.

9 OPTIONAL SCOPE OF SUPPLY

9.1 Motor Control Center (MCC)

A replacement Rockwell Automation (AB) CENTERLINE 2100 Motor Control Center (MCC) will be supplied as a replacement to the current system. The new MCC would be floor-mounted, metal-enclosed, grounded, indoor type using NEMA standard, Class II, type B enclosures. The enclosures will be designed to replicate the functionality of the existing equipment and will operate on the same footprint as the existing MCC enclosures but will offer new diagnostic and metering information to be displayed in the HMI.



In summary the scope of supply will include:

- 480VAC, 3 Phase Panel
- 240/120VAC, 1 Phase Panel
- 125VDC Panel
- 480 to 240/120V, 10 kVA, dry-type step-down transformer.

All Bus bars and interconnections will be copper and all MCC enclosures will be prebuilt and delivered as complete, tested, units ready for install.

Each MCC bucket will include the following components:

- 120 VAC or 125 VDC Contactor
- Motor dependent horsepower rated manual starter switch with thermal adjustable thermal overload setting
- 3 point Hand-Off-Auto Switches
- 1" LED style 120VAC or 125VDC Pilot Light

Overview:

- Offers proven technology for high quality and years of dependable service
 - High short circuit withstand ratings in type-tested enclosure
 - Continuous bus bracing provides uniform support
 - Durable NEMA components
 - Factory tested for faster and more dependable startup
- Provides consistent design to allow for backward compatibility
- Includes center-mounted bus design for to improve heat dissipation
- Provides solid grounding system to help reduce shock hazards
- Easily integrates functional safety solutions for PowerFlex 755 and PowerFlex 753 units that include SISTEMA files and make safety system design and completion easier

CENTERLINE 2100 with IntelliCENTER Technology:

- Offers a built-in EtherNet/IP™ network that provides real time data to minimize the need to approach the MCC (Remote monitoring and control)
- Offers built-in EtherNet/IP and DeviceNet™ technology which is designed and tested to ODVA specifications to help assure reliable communications

- Includes IntelliCENTER® software which provides access to operating data and troubleshooting to help reduce downtime

9.2 Batteries

HPI will replace the existing batteries and supply batteries correctly sized to OEM and industry standards for each Frame 5 DC power system. The existing UPS and battery stand will be re-used.

All cables, lugs and linking will be installed and terminated.

9.3 Field Instrumentation

HPI will provide analog transmitters to replace a group of critical current pressure switches installed in the unit like turbine lube oil pressure, gas fuel pressure, compressor discharge pressure, etc. These transmitter will send the data to the PLC and HMI for monitoring and protection. This will offer the advantage of having these important readings available for the operators in the HMI and also as a tool for preventing maintenance and troubleshooting for the maintenance department. See the list in the detail scope of supply. Additionally, obsoletes solenoids and temperature transmitters as the one shown in the picture will be replaced.

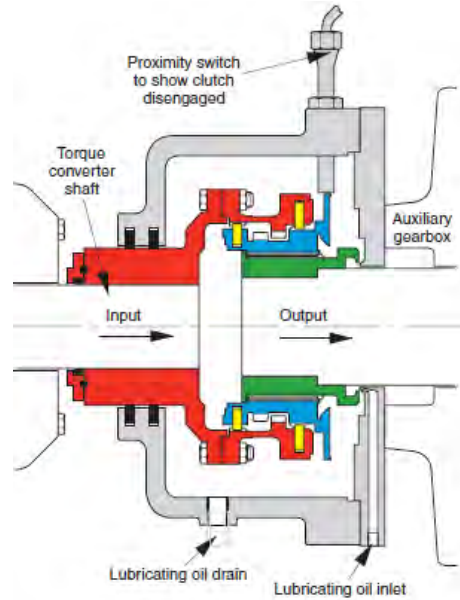


9.4 Starting Clutch Upgrade

Prior to 1992, all Frame 5 gas turbines incorporated a Jaw Clutch to engage the gas turbine starting drive.

One problem with using a Jaw Clutch is that it can only be engaged when the gas turbine is at rest. This means that in the event of a failed gas turbine start, the operator must wait until the gas turbine is stationary before engaging the jaw clutch to re-start.

The SSS Clutch shown in the illustration is interchangeable with the Jaw Clutch. It engages at the instant the starter speed tries to overtake that of the gas turbine whether the gas turbine is rotating or stationary. It will also automatically disengage at the instant the gas turbine speeds up relative to the starter.



The purpose of the clutch

The SSS (Synchro-Self-Shifting) Clutch is installed between the starting drive (diesel engine in this case) and the gas turbine. The function of the clutch is to automatically connect the starting drive to the gas turbine so that the gas turbine may be accelerated to self-sustaining speed. If the gas turbine is stationary, the clutch will automatically engage to drive the gas turbine the moment the starting drive starts to rotate.

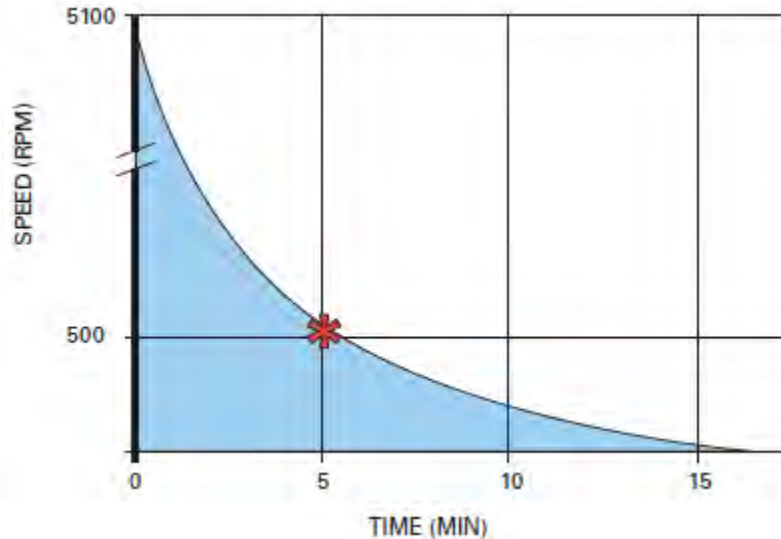
If the gas turbine is rotating, the clutch will automatically engage to drive the gas turbine the moment the speed of the starting drive tends to exceed that of the gas turbine.

The clutch will automatically disengage as the gas turbine accelerates away, allowing the starting drive to be shut down independently.

If the gas turbine fails to start, the starting drive can be re-accelerated and the clutch will automatically re-engage the moment the speed of the starting drive tends to exceed that of the decelerating gas turbine.

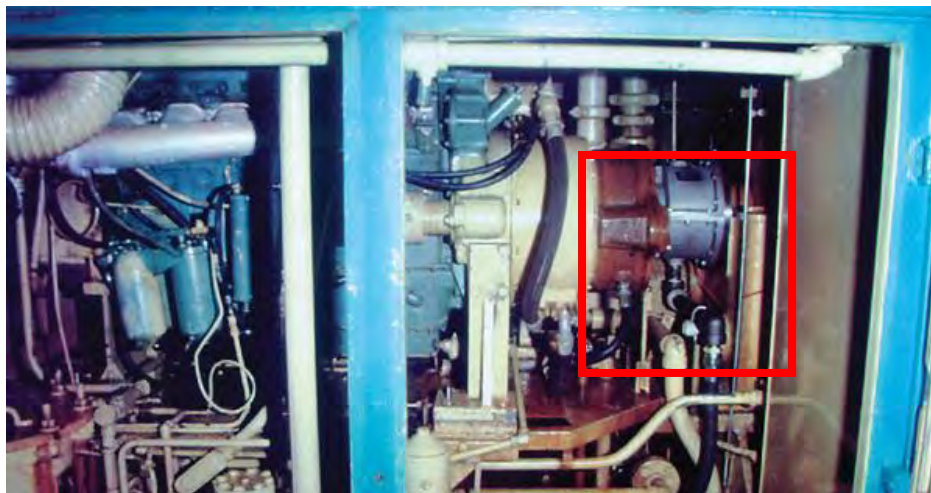
Incorporating an SSS Clutch between the starting torque converter and the auxiliary gearbox gives the following advantages:

Reduced re-start time – the starting drive can be engaged whilst the gas turbine is decelerating from speed. It is not necessary to wait for the gas turbine to come to rest for a re-start, thus saving considerable time before the unit can be generating power. Although the clutch can be re-engaged at any speed, re-engagement at 500 rpm ensures all residual fuel is purged from the gas turbine.



Automatic operation – does not require a servo control system with air or hydraulic cylinders as used by the existing Jaw Clutch.

The SSS Clutch input is manufactured to suit the torque converter output shaft and the clutch output is manufactured to suit the auxiliary gearbox input shaft. The clutch is surrounded by an aluminium casing which is overhung from an adapter plate attached to the auxiliary gear casing. See red rectangle in the following picture:



9.5 Generator Control Panel - GCP

9.5.1 For the Generator Control Panel (GCP): Option

- Build and configuration of Generator Control Panel to include:
 - Existing automatic voltage regulator
 - Existing Protective relays for Generator and GSU
- Install GCP
- Provide and install required field devices for GCP
- New wiring from GCP to new field devices
- Loop checks
- Panel calibration
- System checkout
- Startup support

A new generator control panel will be supplied that will exceed the existing GCP capabilities and functionality of the existing one.

The existing control cabinet will be removed with all the components mounted within the panel. New field cabling between the Generator Compartment (GAC) and the GCP will be used in the new Generator Control Panel.

The GCP door will be laid out to minimize the amount of wiring between the panels and field connections. The Generator Control Panel equipment will be feed by the 125VDC available from the turbine control panel 125VDC distribution circuit.

The new GCP door will contain the following devices for monitoring and execution of operator commands:

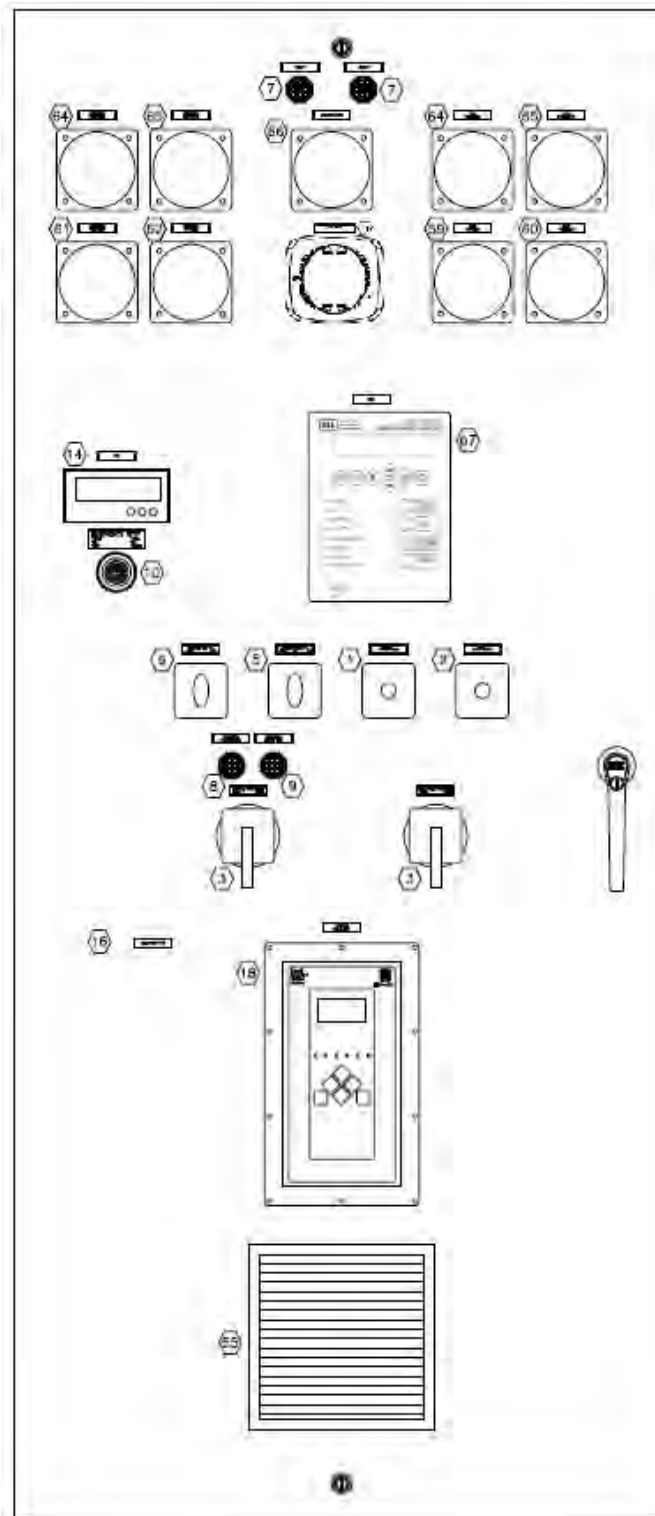
- Electrical Gauge for synchroscope and synchronization lights.
- Voltage regulator raise/lower, voltage regulator Man/Auto selector, synchronizer Off/Man/Auto selector, Generator Breaker manual trip and close lever, Generator breaker status lamps and 86G Lockout Relay.

For further Monitoring, control and protection of the Generator, the GCP Door also will be equipped with the following equipment and devices:

- SEL-300G Generator Protection Relay

9.5.2 Protective Functions Configured for this application:

HPI Energy Services will utilize the existing relay configuration in the existing protection relays and configure the new relays (Sel-300). Customer to provide the existing configuration file/drawings to verify the configuration of the relay and for testing.



Typical GCP Door

9.6 Fuel Valve System

HPIES will provide and replace the existing Young and Franklin SRV and GCV with a CCC AVG50 fuel valve.

9.6.1 Fuel System Block and Bleed

HPI would supply a Continental Controls Corp. FUEL TRAIN MODEL FT50(Block and Bleed Valve) The Fuel Train is designed to provide extremely fast shutoff of gaseous fuel flow to an industrial gas turbine engine. Gas flow is stopped when the valve is closed, or when pilot pressure is removed, with zero leakage from inlet to outlet. It is suitable for operation with gas temperatures between -40 and +185°F (-20 and +85°C). The valve can achieve ANSI Class IV shut-off capability. The normally-closed valve may be used for emergency and normal shut own operation. Stainless steel construction assures availability of the valve despite corrosive service conditions or even catastrophic fire. The figure below shows the FT50 Block and Bleed fuel train.



9.6.2 AGV50 CCC Fuel Valve

The AGV 50 is a two-stage gas actuated valve that offers exceptional control and diagnostic information for small to mid-sized gas turbines. The valve compares the fuel demand signal with a mass flow calculation in the valve to assure the most accurate fuel metering available. Because of the precise fuel flow measurement in the valve, the turbine starts more reliably and runs at a more stable speed than with other fuel valves. The AGV 50 is almost impervious to dirt or liquids and can withstand the most demanding environment. These electronic fuel valves require only 24vdc and about 1 amp which allows for much simpler installation and retrofit than some competing actuators.



Model AGV50

9.6.3 AGV50 CCC Fuel Valve Theory of Operation

The fuel control for a gas turbine engine must include a method of safely starting the engine. The gas producer compresses the inlet air and causes the air to flow through the combustor to the turbine section. The fuel must be metered in the correct proportions to maintain a certain fuel to air ratio. This ratio determines the temperature of the gases of combustion entering the turbine section. If the temperature of these combustion gases is too high, the backpressure may cause the engine to stall or surge. If the temperature is even higher, it may cause heat damage to the turbine exhaust section of the engine. The AGV50 is designed to be used with natural gas fired industrial gas turbines from 500 to 6000 horsepower. The AGV50 is designed for engine horsepower of 5000 to 50,000. The AGV50 uses fuel gas supply (muscle) of at least 42 PSIG pressure above that which is required to run the turbine. This excess is used to actuate the Poppet valve. A small amount of fuel gas is ported through a differential pressure regulator to the pilot stage. The pilot stage converts the electrical signal from the computer to a proportional pressure. This pressure is applied to a piston in the center section to stroke the valve open. A large spring in the center section is used to spring load the valve into a closed position or state. The valve uses

a PID closed control loop, with fuel gas flow being the feedback signal used to close the loop. Fuel supply pressure is used for muscle; thus, the AGV50 requires no external actuators or associated muscle producing accessories and plumbing. An onboard computer tracks fuel demand, controls the valve actuator to meet the demand, and calculates fuel flow to insure the adjustment made to meet the demand was correct.

9.6.4 Advantages:

- Complete electronic valve actuation and feedback.
- No more needs of hydraulic servovalves and their known issues.
- Addition of accurate valve in-line flow meter that can be use as flow totalizer

9.6.5 AGV50 CCC Fuel Valve Maintenance

Maintenance of the AGV50 Fuel Control Valve The AGV50 Fuel Control Valve has been designed to provide reliable operation with a minimum amount of maintenance. To ensure optimum performance, periodic inspection and cleaning is necessary. Preventative maintenance issues can be integrated into the current maintenance schedule of the turbine engine. Most maintenance requires little effort and no downtime of the AGV50 valve.

9.6.6 AGV50 CCC Fuel Valve Configuration

Even though the AGV50 is delivered fully configured for each specific application, it is provided with a Windows Based configuration software which allow the troubleshooting and trending in case it is necessary.

9.6.7 AGV50 CCC Fuel Valve Reference

- CCC has successfully used this fuel valve in the following turbines:
- Solar Turbines- Saturn, Centaur
- Allied Signal – ASE 8, 831, TF 15, TF 25, TF 40, ASE 120
- Dresser Rand – DR-990
- EGT -Hurricane, Typhoon, Tornado
- General Electric-LM 500, LM 1500, LM 1600, LM 2500, Frame 3, Frame 5
- Allison -501 KB, 501 KC,
- Pratt & Whitney-ST6, ST18
- United Technologies-FT4, FT8
- Rolls Royce-Avon
- Kawasaki-M1A, M7A
- Ruston-TA1500, TA1750, TA2500, TB4000, TB5000

9.6.8 The scope of supply includes:

- Demolition of the valve and instrumentation, including the hydraulic servo valves.
- Blanking the holes to the lube oil tank
- Supply and installation of new pipes and flanges to furnish the new fuel valve
- Supply and installation of a supply fuel gas pressure transmitter
- Supply and installation of a manifold gas pressure transmitter

- Wiring signals from the new gas valve to and from the new turbine control panel



SRV and GCV Compartment



Typical Installation of a AGV50 in a fuel compartment of a Frame 5 unit



Typical assembly of the AGV50 Fuel Valve with FT50 Fuel train block and bleed

9.7 Field wiring replacement

HPI will replace the existing cables as described below:

- Control cables from the Turbine Control Panel (TCP) to the Junction Boxes (JB's) located in the outside of the turbine thru the existing cable trays/conduits
- Control cables from the outside JB's to each one of the devices in each turbine/generator compartment as applicable
- Control cables from the TCP to the Motor Control Center (MCC)
- Control cables from the TCP to the new Automatic Voltage Regulator (AVR)
- Control cables from the TCP to the new Generator Control Panel (GCP)
- Control cables from the GCP to the Generator Auxiliary Compartment (GAC)

This is a preliminary list of cable types to be used for the replacement. Complete details to be provided later during the design:

Cable type	Size	Cores
Control Panel to JB's		
Twisted pair individually screened	16#	12
Triad individually screened	16#	12
37 core cable	16#	37
19 core cable	16#	19
12 x twisted pair K type thermocouple	16#	12
Grey SIS	12#	1
Grey SIS	14#	1
Grey SIS	16#	1
JB to instruments		
Single core Red	16#	1
Single core Black	16#	1
Single twisted pair individually screened	16#	2
Single triad individually screened	16#	2
Twisted pair K type thermocouple	16#	1

10 SOFTWARE DEVELOPMENT

HPI develops in house software programming that is in an open architecture format which is logical and easy to follow. HPI can develop and program software in multiple logic programming languages such as ladder, script and block diagrams. Upon installation of any software programming both an SDS (software design specification) and Operators Manual is produced to aid the end user in working with the new system. All software is created for a project is extensively tested in-house using the HPI designed and fabricated test simulators. The test simulators increase the speed in which a control panel and corresponding software programs can be tested and are used during the customer witnessed FAT's to simplify simulating the processes of the system.

10.1 HMI (Human Machine Interface)

HPI can supply a range of different HMI options depending on customer requirements. These can range from panel or remote mounted touchscreen (or mouse/trackball) controls graphics displays providing the operator interface through to the traditional annunciator and hardwired switches.

HPI has designed and developed a high-performance HMI to greatly improve HMI functionality, operations, alarm identification, navigation, and operator focus; which is quickly becoming an industry standard. A high-performance HMI primarily uses grey-scale across all its screen and only uses colors on alarms/shutdowns and highly important information or if otherwise specified by a customer. The layout of each screen is also arranged with the most information displayed on the primary screen and less crucial information available in a pop-up like function. This reduces the clutter and confusion on a HMI and greatly increases the focus of the operator so their immediate attention is only drawn to critical information.

HPI can supply a typical HPI custom designed HMI layout and functionality or can upgrade/replicate existing HMI's to a newer version with the upgraded system incorporated. HPI has extensive experience with HMI applications and are flexible to be able meet the customers' desired requirements.

The following are examples of screens created in Rockwell FactoryTalk View for a GE Frame 5 Turbo-Generator Control System-

10.1.1 Header

The header is viewable from all HMI screens, it is used to detail important information so that it can be read by the operator regardless of what screen they have open.

On Line	Speed 99.0 % 5055 rpm	EGT 568.7 °F EGT SP 500.0 °F	Power Setpoint 0.0 MW 38.8 MW	Volts 14.0 KV	Droop Mode	Speed Setpoint RAISE 106.8 % LOWER 5450 rpm	Voltage Setpoint RAISE LOWER
Disabled	GCV 0.0 %		Reactive Power 0.0 MVar	Breaker Closed	Auto Mode		

10.1.2 Footer

The footer is used to detail all current alarms and trips. The footer is set to display the latest 4 alarm or trip events. A more complete alarm/trip description than the existing system will be added as requested by WEB Aruba. The footer is also viewable from all HMI screens.

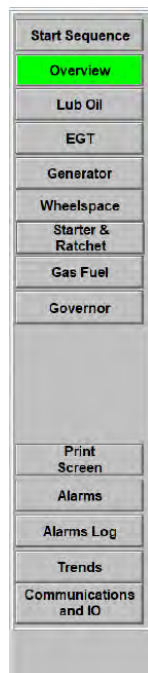


In Alarm Time	Acknowledge Time	Alarm Name	Message
4/20/2019 7:12:36.824 AM	5/25/1988 8:00:24.581 PM	EXTT90PQ_16_A_ALM	PG SYSTEM FAULT / INHIBIT ALARM
4/20/2019 7:12:36.824 AM	5/25/1988 8:00:24.581 PM	EXTT90PQ_50_OPR_A_ALM	PERMISSIVE TO START FROM PG SYSTEM OPEN WHEEL DETECTED ALARM
4/20/2019 7:12:36.824 AM	5/25/1988 8:00:24.581 PM	EXTT90PQ_50_A_ALM	PERMISSIVE TO START FROM PG SYSTEM ALARM

USER: Operator SECURITY LEVEL: A B C D
 ALARMS EVENTS HISTORY
 ALARM ACK ALARM RESET
 11 2 48 0 0 Fault Limit Exceeded Filter: Name/Type Sorted by: In Alarm Time Descending

10.1.3 Menu

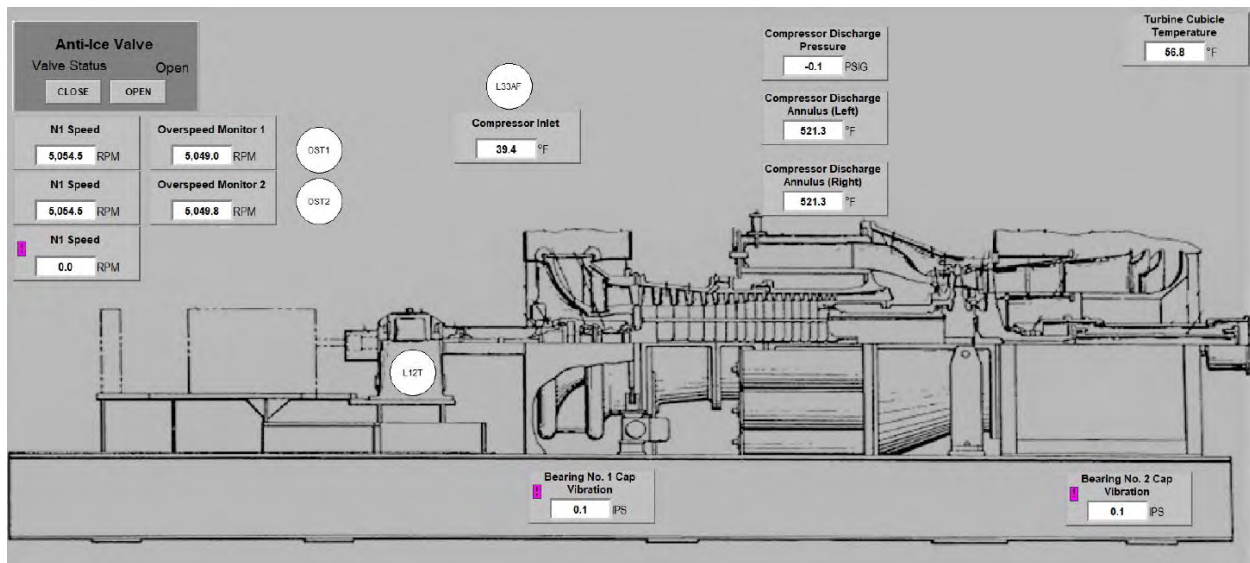
The navigation menu is located on the right hand side of the screen.



10.1.4 Overview

The Overview screen provides the most relevant information of the system operating conditions at a glance. Includes the following information:

- Fired Hours
- Start Counter
- Differential Pressures in Inlet Filter
- GG and PT Speeds
- CDP
- Engine temperatures



10.1.5 Startup Sequence Screen

The Startup Sequence screen is the operator's main diagnostic tool before and during start up. On the right hand side start permissives are shown indicating if the turbine is ready to start or which parameters still need to be satisfied.

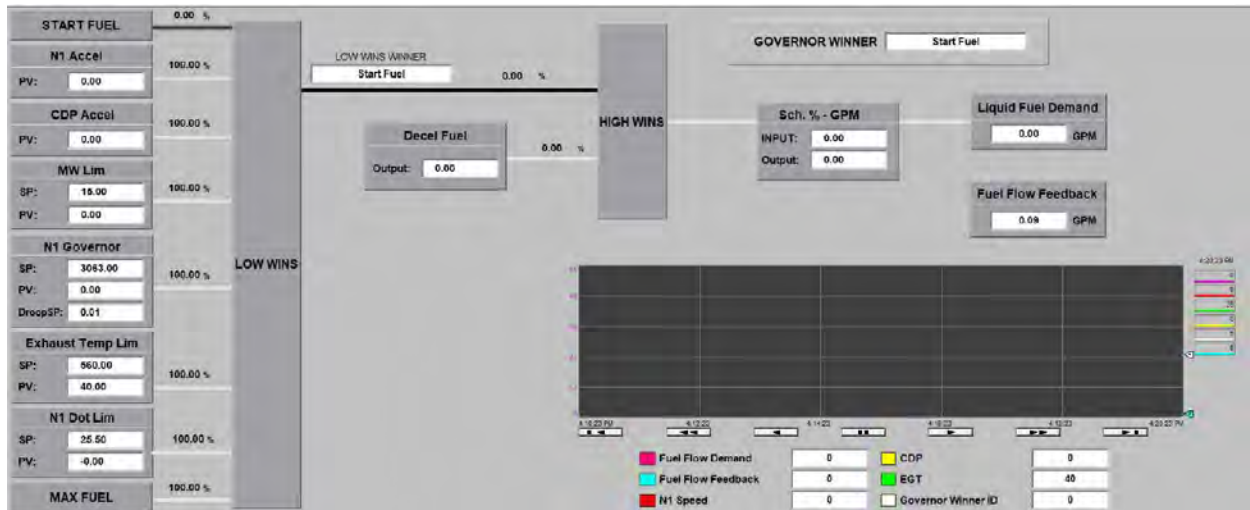
During a start the list on the left side will indicate which states of the startup have been completed. The center of the screen holds a trend that will show important starting information such as speed temperature and valve position.

Below the Start-up trend the operator can identify the "Ready to Start" indication, which will become green if all the start-up permissives are green. In addition to that, the buttons for Start, Stop and ESD.



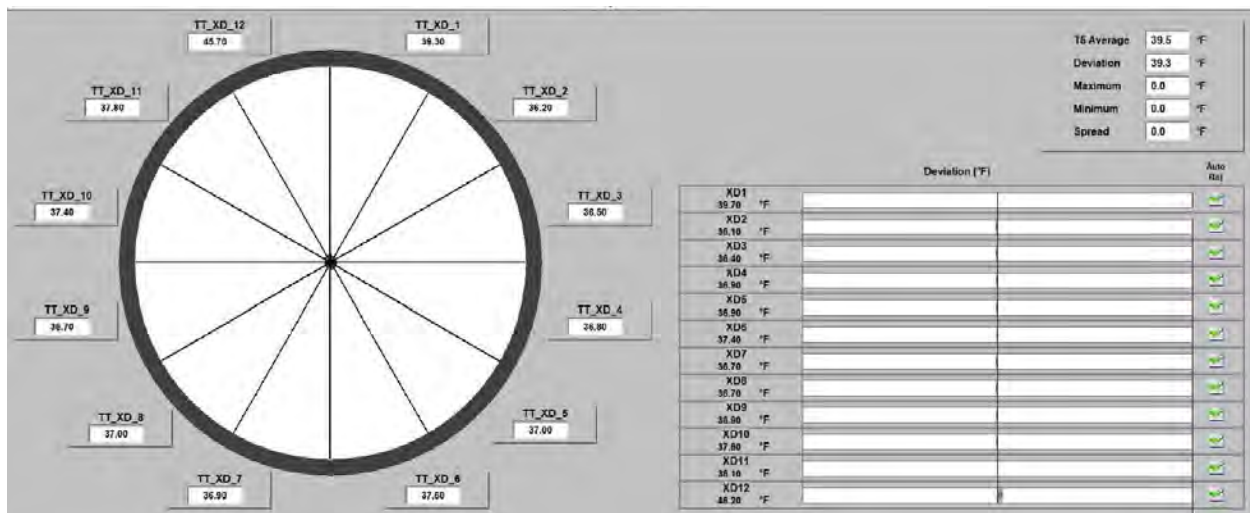
10.1.6 Governor Status Screen

The Governor Status screen shows the logic behind the fuel control. Each governor element's output and parameters required by the element are shown. Also, the final fuel demand and the valve position are shown. From the governor page, there is a link to the trend page that will bring up trending of governor-related information. The winning loop (Governor controlling the fuel demand) of the governor will be represented by means of the red arrow.



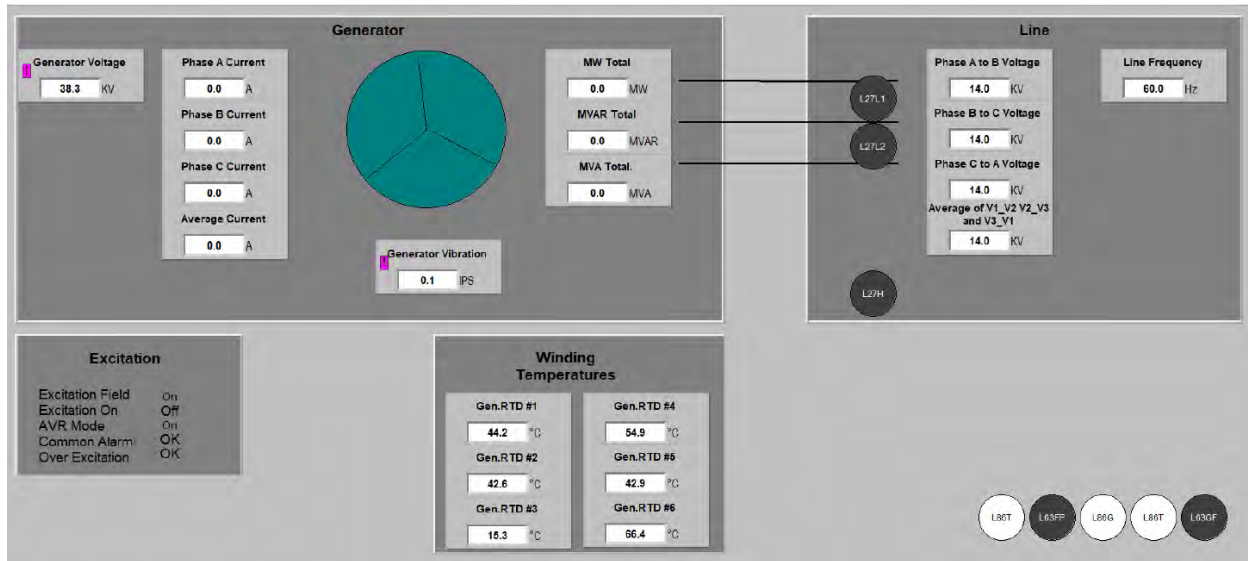
10.1.7 EGT Monitor Screen

The EGT Monitor gives an overview of the EGT temperatures and how they relate to each other. A pie chart will show the temperatures represented as segments; when the temperature is even on all sensors the chart will be circular. On the left side, there is a deviation chart which shows how much each reading deviates from the average. If any thermocouples should be rejected, it will be indicated on this screen, in addition, controls are provided to allow manual rejection of each thermocouple.



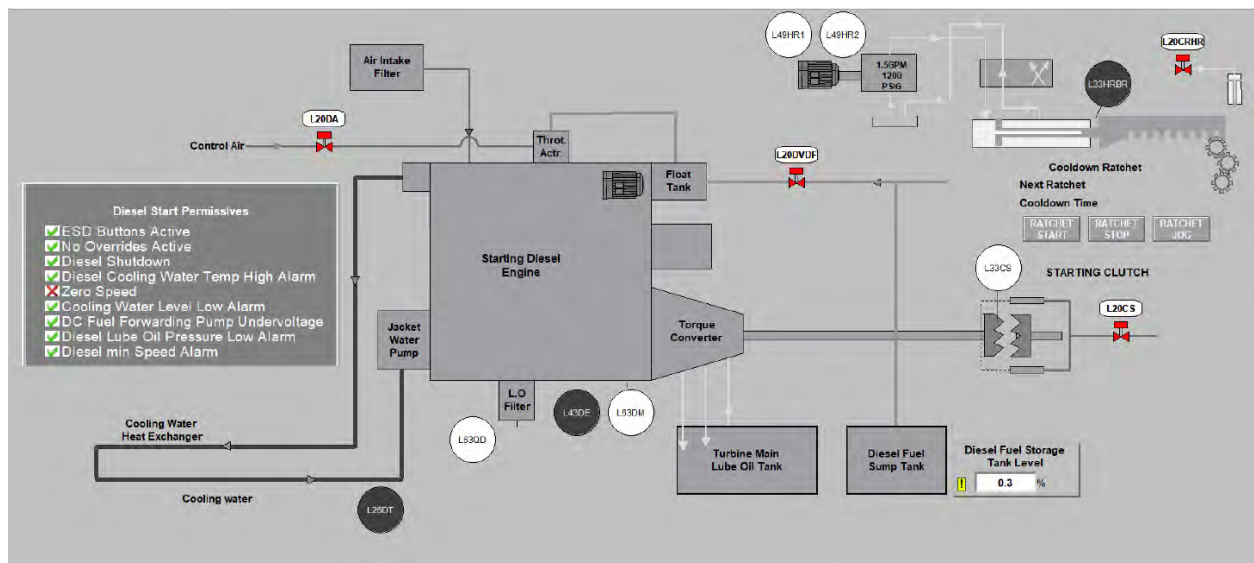
10.1.8 Generator Control and Overview Screens

This screen displays the generator voltage and current values, the bus voltage and frequency values, and excitation status.



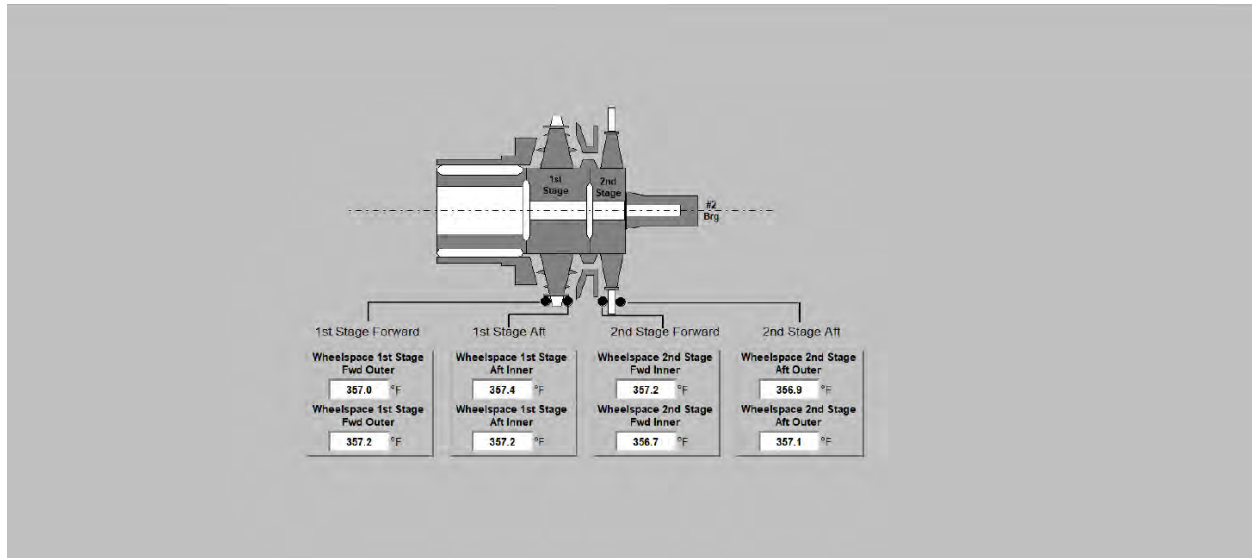
10.1.9 Ratchet and Starter

This screen displays the diesel starting engine and the hydraulic ratchet. All switches, valves and transmitters are animated to show the status of each piece of equipment. The start permissive for starting the diesel engine are also shown and operate in a similar way to the main start permissive.



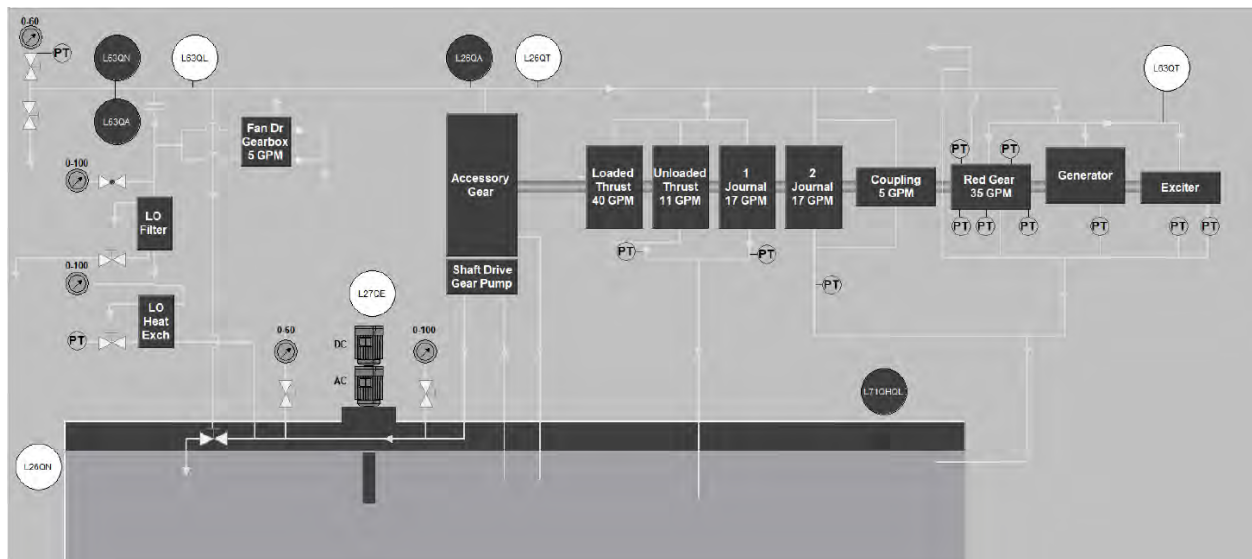
10.1.10 Wheelspace Temperatures

The wheelspace temperatures is used to monitor the temperatures from the Turbine wheelspace.



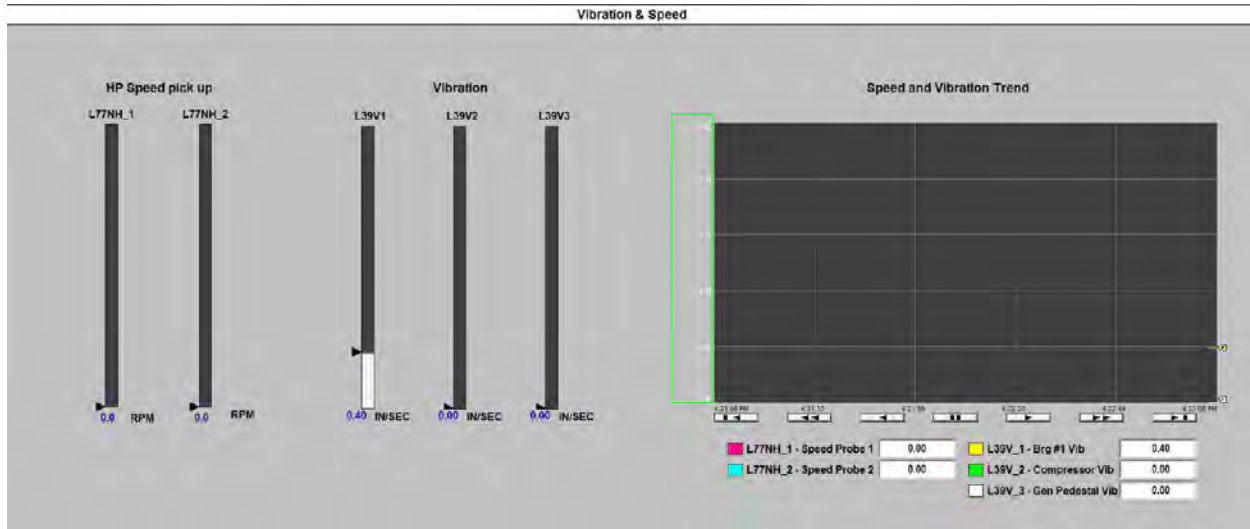
10.1.11 Lube Oil Screens

The Lube Oil System screen will show the pump and valve status, switches and transmitter readings for the lube oil system. The graphic on the screen will represent a simplified version of the unit PID.



10.1.12 Vibration and Speed Screen

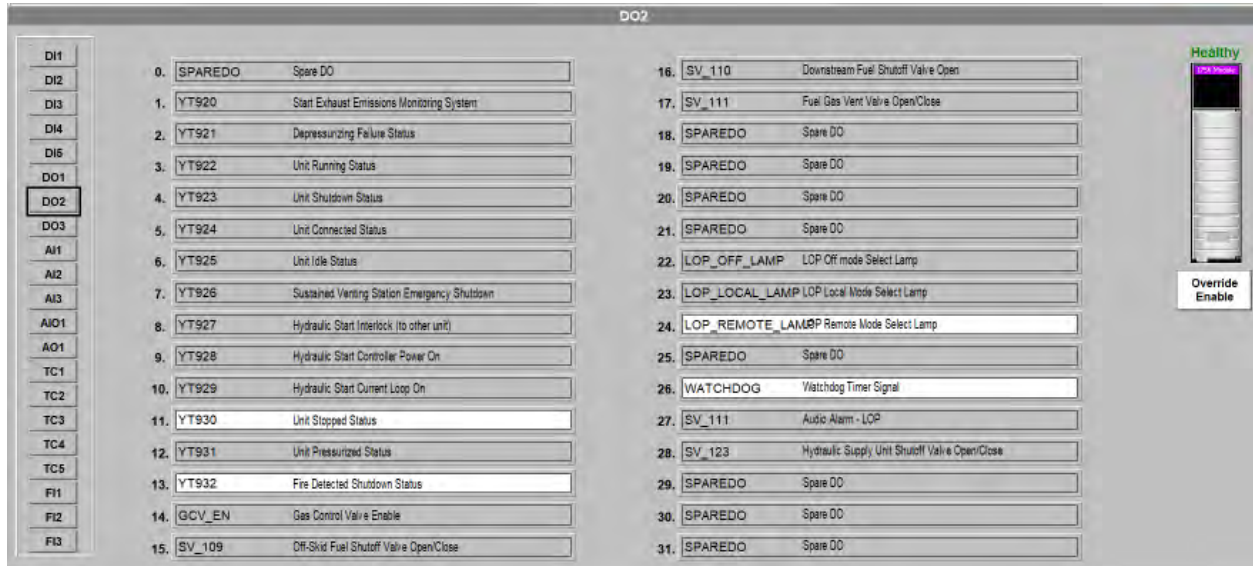
The Vibration and Speed screen gives an overview of the current values of vibration and speed. Also, the page has color Key where green represents normal conditions and yellow and red alarm and trip respectively.



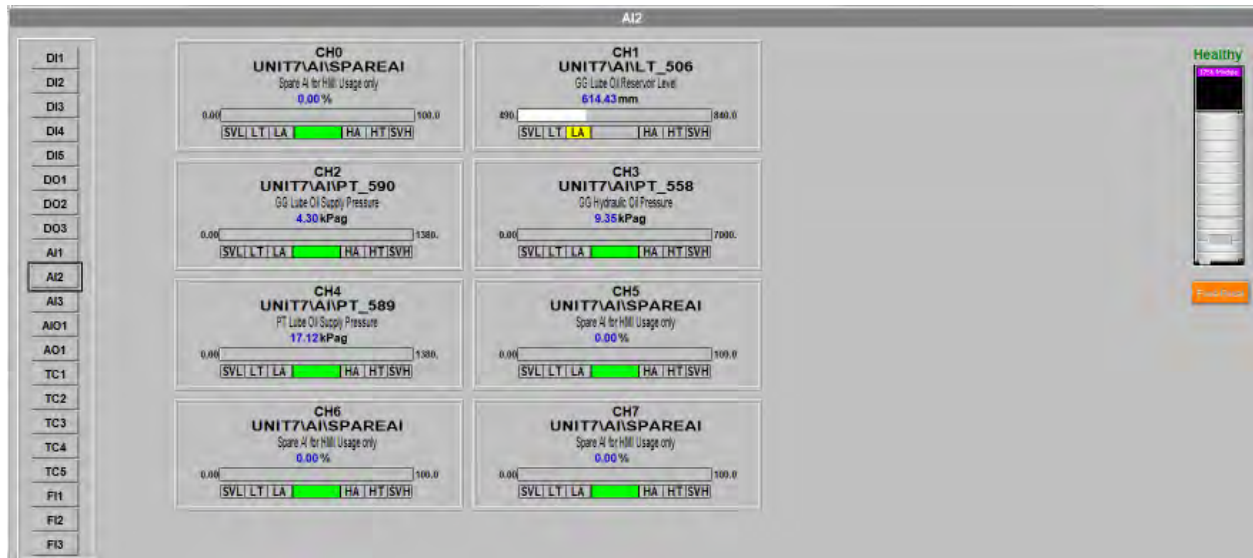
10.1.13 Individual I/O Screens

Here are a selection of I/O screens.

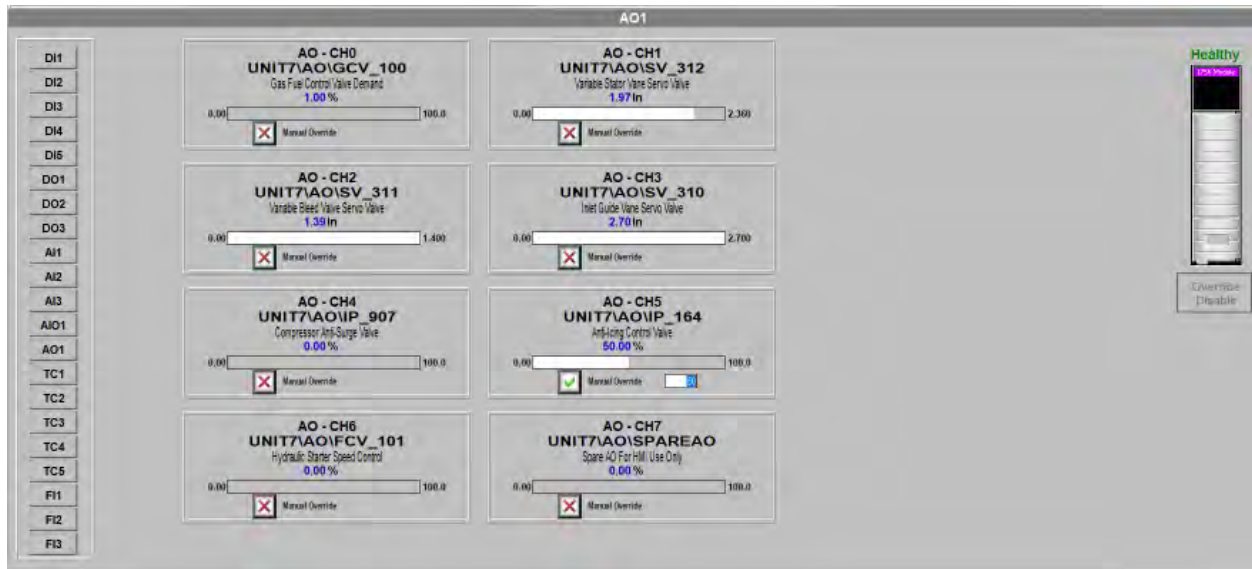
10.1.13.1 Digital Output Screen



10.1.13.2 Analogue Input Screen



10.1.13.3 Analogue Output Screen



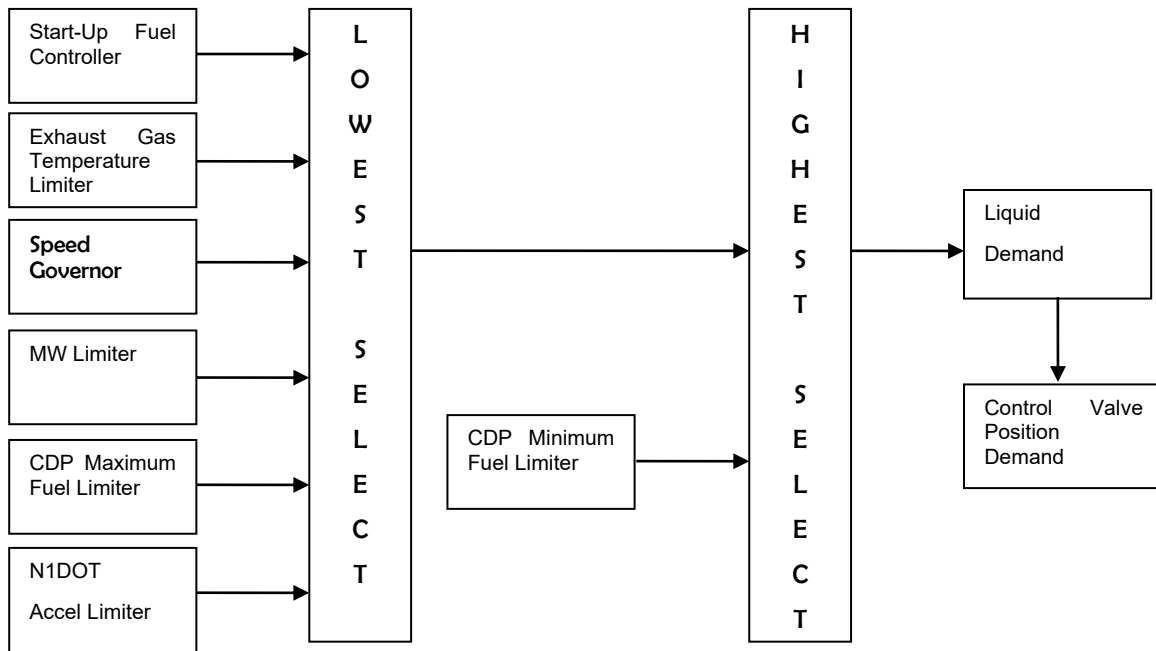
10.2 Engine Governor Definition

10.2.1 Summary of GOVERNOR Control Elements

The PLC controller provides a comprehensive fuel control system, equipped with a large number of relatively non-interactive controllers. HPI will configure the applicable controllers to control the speed and power output for the generator set.

10.2.2 Control Scheme Overview

The diagram below provides an overview of the fuel control scheme, subsequent sub-sections provide additional detail.



GE Frame 5 Governor Function Block

10.2.3 Fuel Demand Selection

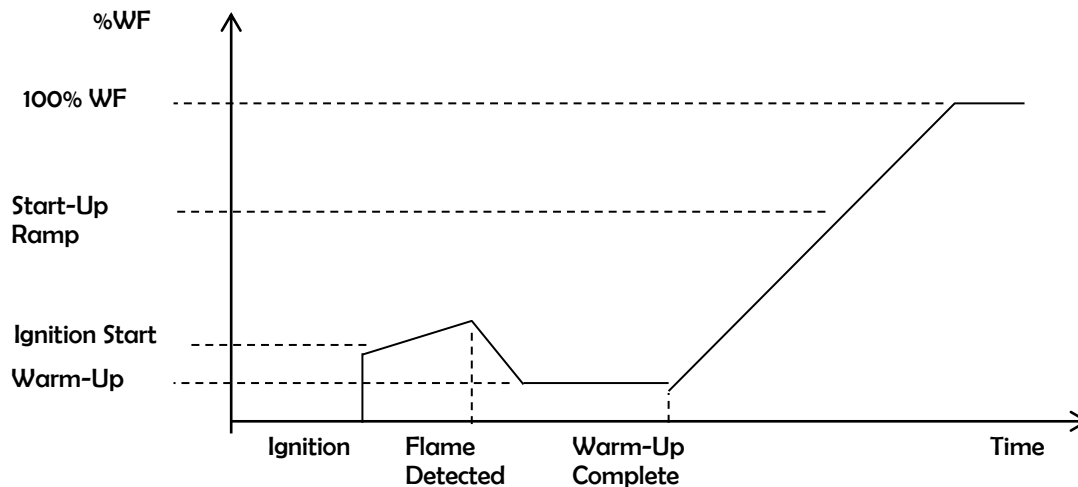
The gas turbine governor software algorithms provide start-up control, temperature limiting, acceleration limiting, speed governing, kW limiting, deceleration limiting and maximum fuel limiting. The output fuel demands generated by each of these governors/limiters are compared to each other. First, the lowest of the fuel demands resulting from this comparison is selected as the winning fuel demand. Then, this fuel demand is compared to the deceleration limiter fuel demand and the highest fuel demand is selected and is sent to the fuel controller.

Proportional and integral gain adjustments are provided in the controller software for each mode (as appropriate) to allow for tuning of the control system to meet site-operating conditions.

10.2.4 Start-Up Control/Acceleration Schedule

The start fuel controller (SFC) is responsible for the open-loop fuel scheduling from start initiation through to speed governing. On initiation of a turbine start-up, the SFC is reset to a minimum light-up fuel demand and then ramped at the light-up rate to a maximum light-up fuel demand. On detection of flame, the SFC is ramped to the warm-up value, at the end of the warm-up period the SFC is ramped at the light-off rate to a maximum light-off fuel demand. When speed governing is achieved, the SFC is reset to an absolute maximum demand, which allows the controller to become a backup maximum fuel limiter.

The shaft speed acceleration schedule provides a maximum fuel limit, scheduled against NHP or P2, protecting against gas generator surge.



10.2.5 Minimum Fuel Limiter

The deceleration schedule provides a minimum fuel limit, scheduled against NHP or CDP, protecting against gas generator flameout.

10.2.6 Maximum Fuel Limiter

The CDP or NHP maximum fuel limiter is a schedule of maximum fuel against compressor discharge pressure or Turbine speed. It's primary use is to prevent over fueling during unit start up and acceleration.

10.2.7 . N1DOT Accel Limiter

The N1DOT accel limiter provides a shaft mechanical protection in the form of rate rotation limiting. The acceleration rate setpoint is formed from a user configured schedule of rate of acceleration (RPM/sec) versus speed breakpoints.

10.2.8 Temperature Limiting

In order to prevent turbine overheating and to prolong the life of the turbine, the controller continuously monitors the average turbine EGT. The maximum allowed exhaust temperature is limited by the governor. Two exhaust temperature versus CDP schedules are provided based on base or peak operation selection.

10.2.9 Speed Governing

Speed control is established when the unit reaches the minimum speed governing setpoint during start-up. Once speed governing has been achieved the unit is accelerated under speed governor control, until the Full Speed No Load (FSNL) speed is established. Prior to circuit breaker closure, the manual RAISE and LOWER inputs from the operator or automatic RAISE and LOWER inputs from the auto-synchronizer can be used to control the speed setpoint within the operating range of 95% – 104% rated speed.

Whenever the generator breaker is open, closed-loop speed control is provided in isochronous mode. When the generator breaker is closed, either isochronous or droop mode is selected, depending on parallel operation input. Closed-loop load control with bumpless transfer from one mode to the other is provided. After circuit breaker closure, the manual RAISE and LOWER inputs from the operator can be used to control the megawatt power output of the generator or alternatively a MW setpoint can be entered on the HMI.

With the breaker closed, on changeover from droop to isochronous mode, the speed setpoint is reset to the achieved gas turbine speed and the droop offset is reset to zero. With the breaker closed, on changeover from isochronous to droop mode, the speed setpoint is reset to the demanded setpoint plus the droop demand in order to provide a bumpless transfer.

10.2.10 Fuel Valve Operation

The gas fuel demand is first calculated by the following:

- Start Fuel Controller/Acceleration Limiter
- Speed Governor
- kW Limiter
- Exhaust Temperature Limiter
- Maximum Fuel Limiter
- Lube Oil Temperature Limiter

These controller fuel demands are compared on a lowest win basis, and then high selected with the deceleration fuel limiter to provide a final control fuel demand.

The control fuel demand is converted to a fuel metering valve position via a valve calibration schedule. The resultant valve position demand is limited by the upper and lower limits to form the final valve position demand.

The demanded fuel flow is compared with the fuel valve position feedback to determine the difference between the required and actual positions. This difference is used for closed loop control purposes and error detection.

On detection of a shutdown condition, the fuel demand output is instantly reset to zero, forcing the fuel-metering valve to zero.

10.2.11 Normal Shutdown Sequence

Following a normal shutdown request, the speed setpoint is ramped down at a pre-defined ramp rate. If the unit was on-line when the stop procedure was initiated, the unit will automatically unload until the generator power output is less than a pre-defined minimum set point. When the circuit

breaker opens, turbine cool down begins and the controller speed setpoint is reset to the synchronous speed value. Following turbine cool down, the speed setpoint is reset to a low value and begins a controlled deceleration. Once turbine speed is below a pre-set value, all fuel is cut-off. This fired (soft) shutdown maintains flame to a lower speed, and thereby results in a significant reduction in the strain on the hot gas path parts at the time of fuel shutoff.

10.2.12 Unit Emergency Shutdown Operation

In the event of an emergency shutdown (e.g. ESD pushbutton, or trip condition detected), the governor will immediately close the fuel control valve and the sequence logic will command all shut-off valves to close.

10.2.13 Blade/Path / Wheelspace Temperature Monitoring

The PLC monitors all blade/Path / wheelspace thermocouples. All thermocouple signals, suitably validated and compensated, will be available to HMI for display. Thermocouple channel fault status is also available for display.

PLC provides the following functions:

- Individual thermocouple values monitored.
- Grouping of thermocouples based on physical location.
- The average of each group is calculated and displayed.
- Indication and automatic rejection of faulty thermocouples.
- High group alarm function.
- High group shutdown function

10.2.14 EGT Temperature Monitoring

The PLC monitors all individual EGT thermocouples. All thermocouple signals, suitably validated and compensated, will be available to HMI for display on the EGT spread monitor mimic. Thermocouple channel fault status is also available for display.

The PLC provides the following functions:

- Individual thermocouple values monitored.
- The average of the healthy EGT thermocouples.
- The maximum difference of healthy thermocouples from the overall average.
- The Identity of the thermocouple with the maximum difference from the average.
- Indication of faulty thermocouples.
- High average alarm function, with adjustable limit (these limits will be CDP biased).
- High average shutdown function, with adjustable limit (these limits will be CDP biased).
- High spread (difference between the highest and the lowest value) alarm function, with adjustable limit and Gas Turbine speed enable setting.
- High spread shutdown function, with adjustable limit.

- Thermocouple deviation from the average - alarm function, with adjustable limit and time delay. (The thermocouple must exceed the alarm limit for a period greater than the time delay before an alarm is generated).
- Automatic Thermocouple Rejection if a thermocouple deviates from the average by more than a set limit or if the device is determined to be faulty. If a second thermocouple is rejected, the turbine is shutdown.
- Manual Thermocouple Rejection of a noisy thermocouple to allow the operator to stabilize control of the turbine until the faulty instrument can be replaced.

11 FACTORY ACCEPTANCE TEST (FAT)

The control systems will be hardware tested at the HPI Houston facility following completion of the build. The new control system will be connected to a HPI testing simulator and Factory Acceptance Testing will be carried out to prove the correct operation of the system and software. Following the successful completion of this testing, Customer will be invited to attend a maximum three (3) day witness test of the operation of the system. The Customer's project manager will be given a minimum two weeks written notice of the date and location the FAT.

The FAT will be carried out against an approved test procedure and will use HPI's state of the art custom made simulator testing equipment. This will allow HPI to simulate all field devices to a full test of the panels, HMI, and PLC sequencing.

At a minimum, the following shall be performed during the FAT and will be outlined in more detail in the HPI FAT Procedure document:

- Check all hardware to verify that all materials have been supplied and configured per project requirements
- Point-to-point wire testing
- Full power test
- Full I/O simulation test of all analog and digital signals, confirming PLC addresses
- Simulation of all sequencing
- Simulation of protection
- Full HMI test checking graphic displays and functionality. All HMI designs will be preapproved by CLA during the engineering and design stage of the project.
- Verify alarms and shutdowns
- Verify communication network and addressing

Customer will responsible for all costs associated with their engineer's attendance of the witness test. Following completion of the test the equipment will be delivered to site in preparation for installation.

12 INSTALLATION & COMMISSIONING

HPI will provide an experienced Installation Engineering Team to perform the installation of the new control system. All installation and commissioning activities will be carried out against an approved procedure. The Installation and Commissioning Manual supplied by HPI will detail the procedures involved in a much greater detail. HPI will complete the following tasks during the installation phase of the project-

1. Once the HPI team arrive on site they will receive site safety orientation from the operation team at Customer's facility.
2. The control panels will be completely isolated and a full lock out tag out (LOTO) will be completed in accordance to LP Customer's Electrical and Mechanical Isolation Procedure. LOTO will be on all live equipment from the power source including but not limited to batteries, AC power, hydraulic and pneumatic systems.
3. The existing panels shall be inspected for any inhibits or overrides that have been installed previously. All inhibits and overrides shall be recorded in the punch list.
4. A detailed list of all field cabling will be made and any cables without identification will have their termination point documented for re-installation. Any badly identified cables will be marked with their termination point and new eligible tags will be supplied.
5. HPI will begin disconnecting the field cables from the terminal blocks or LinkNet modules inside the Termination Cabinet, Netcom Panel, Optrend Panels, the Generator Panel, and Synchronizing panel. The Current Transformer cables will be shorted together. All field cables will have ferrules crimped onto the bare cables ready for re-termination in the new panel. All of the redundant components will be disconnected and removed along with the old sub panels. All removed parts that will not be reused will be handed over to the customer for disposal.
6. The field cables will be untwisted and laid out to see if there is any visible damage to the insulation and will then be placed with all cables in a position as to not get damaged. HPI will then mark, measure and drill the holes for installation of the new HPI supplied panels
7. Once panels are installed HPI will terminate all internal and field cables between the HPI supplied sub-panels. HPI will also measure and run all communications cables between existing panels. HPI panel drawings will be highlighted on completed termination of each individual wire.
8. Re-attach all panel doors with new equipment installed such as HMI's and hand switches.
9. The HPI Installation Engineering Team will perform all necessary tests to ensure that the system has been installed correctly. With no electrical power on the system, HPI will check all control loops and highlight all panel drawings upon each loops completed test.
10. Once testing is completed the installation team release the project and hand all marked up drawings over to the commissioning engineers. HPI will then provide an experienced Commissioning Engineer to perform Hot Loop checks. This entails powering up the system, ensuring all communications are working, and checking all auxiliary systems, pumps fans motors etc.

12.1 HPI Standard Working Hours

The onsite working hours will be agreed upon with the customer prior to work commencement but the standard working day for the HPI Personnel is usually 7 days a week, not typically exceeding 10 hours including one hour for lunch.

Public Holidays will NOT be observed by the HPI Personnel. The HPI Engineer will be expecting to work on any statutory holidays and it will be necessary for the customer to:

- Make arrangements for access to site, and that the necessary personnel are available for work on that day.
- Inform the HPI Project Manager if the unit is unavailable, and make arrangements for standby time charges (if necessary).

12.2 Safety Orientation

All parties involved must be aware of general “industry-standard” safety procedure and the customer specific safety procedures. Prior to starting any work all parties involved shall discuss and decide on all safety responsibilities for site work. This document does not include any procedures including specific safety procedure. It is recognized that the tests and inspections recommended in these specifications are potentially hazardous. Individuals performing these tests shall be qualified and capable of conducting the tests in a safe manner and with complete knowledge of the hazards involved.

If more specific safety training is required then it is requested the customer will provide a safety orientation for all HPI employees working on site.

12.3 Customers Responsibilities

The customer will be responsible for the preparation of any necessary site work permits that will be available for signoff when HPI arrives on site. The customer will be required to brief the HPI personnel on site specific safety regulations to ensure a safe working environment at all times. The customer will also ensure that the work area is unobstructed and access to the control panel will not be impeded by other activities or by other craftsman on site.

The HPI Installation Engineer will brief the site supervisor at the end of each day on the intended tasks and permit requirements for the following day and any possible customer manpower requirements. He will also submit a Service Report sheet on a weekly basis for approval signature by the onsite Supervisor.

12.4 Installation Equipment Required

HPI will supply all necessary installation tooling and materials for running cables, installing instrumentation, tubing and termination of signals to the panels and junction boxes. The installation equipment required as a minimum, shall be as follows:

- All necessary hand tools, cutters, cable cutters, power tools, and measurement instruments etc. which will be required to complete the installation.
- Facilities and equipment for the uncrating and transportation within the plant site of the HPI supplied equipment

12.5 Customer Supplied Manpower Required

HPI recommends that the customer allocates one supervisor on a full time basis to provide liaison between the HPI Engineer and onsite maintenance or operations departments, and to also sign-off on work completed. Any additional manpower required for specific tasks, such as disposal of redundant equipment, will be made known on an as required basis at the end of work briefing with the supplied supervisor.

12.6 Commissioning

Once the installation and cold-loop testing is completed the project will be handed over to the lead commissioning engineer and an experienced commissioning team. The size of the commissioning team will be dependent on the size and schedule of each individual project. The commissioning process will consist of performing hot-loop tests on the entire system, testing each individual system and then running a full system test of the units. The Installation and Commissioning Manual supplied by HPI will detail the procedures involved in a much greater detail. The customer will witness all aspects of the commissioning process and sign off once each part is completed to satisfaction.

12.7 Schedule

The HPI Project Manager will discuss the attached project schedule with the Customer's representative during the site survey and kick-off meeting. A mutually agreed date and availability of the turbine will be determined for installation & commissioning.

12.8 NERC and ERCOT

All installations will meet NERC and ERCOT requirements.

13 TRAINING

HPI can provide either an 'On Site' operations and maintenance training course or one located at a HPI facility. The content of the course will be agreed upon with the customer in advance and will be tailored to meet their requirements. An outline of the typical course content is provided below:

13.1 For Operators Engineers

A course will be held during the commissioning and testing phase; this will cover but not be limited to the following:

- Overview of retrofitted control system.
- Detailed review of all functional differences to the old system.

Review of all alarms and trips including required actions and reset procedures. The course will include "hands-on" training at the control panel. Training manuals for all course participants will be provided; they will detail all course material and references.

13.2 For Control Technicians

A class and site equipment based course for control technicians will cover, but not be limited to the following:

- Overview of retrofitted control system.
- Detailed review of the PLC system, Hard-Wired Trip, Fuel controller and all plant interfaces.
- Turbine Governor theory and operation.
- Review of control schematics, Elementary wiring diagrams, mechanical systems and process connections.
- Programming and component calibration.
- Routine maintenance requirements.
- Troubleshooting including use of all diagnostic features.
- Review of maintenance and spare parts manual.

13.3 Duration

The duration of training courses is related to the number of personnel being trained, the estimated duration of the course is expected to be five (2) days.

14 DOCUMENTATION

Typically HPI will provide the following documentation. It is assumed that the customer will make the existing site documentation available to HPI at the start of a project-

- Project Schedule
- Functional Design Specification
- Bill Of Material
- FAT Procedure
- Commissioning & Installation Procedure
- Operations and Maintenance Manuals
- Drawing Package
 - Wiring Schematics
 - Arrangement
 - Communications
- Recommended Spare Parts List
- Training Materials (If Applicable)

15 DETAILED SCOPE OF SUPPLY

For the purpose of this proposal, the following I/O fit including spares has been assumed. The assumption has been based upon HPI's knowledge of WEB Frame 5 application. Following any site inspection, if required HPI would modify the requirements to fit the specific site requirements

Signal Type	Quantity
Digital Inputs	128
Digital Outputs	96
Thermocouples RTD's	100
4-20mA Inputs	16
4-20mA Outputs	16
Frequency Inputs	6

15.1 Turbine Control Panel

Qty per Unit	Part Number/Model	Brand	Description
			CLX_SS.1_CLogixCPU
1	1756-A7	Allen Bradley	1756 Chassis 7 slots
1	1756-PB72	Allen Bradley	19.2 - 32 VDC Power Supply (5V @ 10 Amp)
1	1756-L81E	Allen Bradley	Logix5580E Controller With 3 Mbytes Memory
1	1756-EN2TR	Allen Bradley	EtherNet 10-100M Bridge Module (2-Ports)
1	MVI56E-MNET	Allen Bradley	Modbus TCP/IP Client/Server Enhanced Communication Module
3	1756-N2	Allen Bradley	Empty Slot Filler for 1756 Chassis
			Flex001
1	1794-AENTR	Allen Bradley	FLEX I/O Dual Port EtherNet/IP Adapter Module

Qty per Unit	Part Number/Model	Brand	Description
6	1794-IRT8	Allen Bradley	Thermocouple/RTD Input Module 8 Point
6	1794-TB3G	Allen Bradley	3-wire screw terminal base with ground (36 I/O; 2 common; 2 +V; 10 chassis ground)
			Flex002
1	1794-AENTR	Allen Bradley	FLEX I/O Dual Port EtherNet/IP Adapter Module
3	1794-IF4I	Allen Bradley	Analog Input Module, 4 Point Isolated
6	1794-TB3	Allen Bradley	3-wire screw terminal base (16 I/O; 18 common; 18 +V)
3	1794-OF4I	Allen Bradley	Analog Output Module, 4 Point Isolated
2	1794-IJ2	Allen Bradley	2-Channel High Resolution Frequency Module
2	1794-TB3G	Allen Bradley	3-wire screw terminal base with ground (36 I/O; 2 common; 2 +V; 10 chassis ground)
			Flex003
1	1794-AENTR	Allen Bradley	FLEX I/O Dual Port EtherNet/IP Adapter Module
4	1794-IB32	Allen Bradley	24V DC Sink Input Module, 32 Point
7	1794-TB32	Allen Bradley	32-channel screw terminal base (32 I/O; 8 common; 8 +V)
3	1794-OB32P	Allen Bradley	24V DC Source Output Module, 32 Point Protected
			TCP Cabinet Hardware
1	TBA		Build Material
32	KUEP-11D15-24	TE Connectivity	Relay; E-Mech; Gen Purp; DPDT; Cur-Rtg 10A; Ctrl-V 24DC; Vol-Rtg 240/28AC/DC; 9 Pin
32	27E893	TE Connectivity	KUP Series Panel Plug in Relay - DIN Socket
32	4-1393159-8	TE Connectivity	KUP Series Panel Plug in Relay - Socket Clip
2	2904602	Phoenix Contact	Power supply unit - QUINT-PS/ 1AC/24DC/20
1	M9F22210	Schneider Square D	MCB - 2 Pole , 10A
1	M9F22220	Schneider Square D	MCB - 2 pole 20A C Curve
1	M9F42110	Schneider Square D	MCB - 1 pole 10 amp
1	M9F42106	Schneider Square D	MCB - 1 pole 6 amp
64	8530631001		Relays on sockets 24vdc
1	IR425-D4-1	Bender	24VDC FLOATING GROUND PROTECTION
1	IR425-D4-2	Bender	125VDC FLOATING GROUND PROTECTION
			OverSpeed Protection
2	383Z-05307	Jaquet	T401: Single Channel Tachometer with Display, Relay and 0/4-20mA Output
1	830A-36889	Jaquet	T400 interface cable (RS232), PC-T400
			TCP Door Mounted Equipment
1	854-6502		Sonalert Audible Device
1	854-9300		Volume Control
1	800T-FXQH24RAV		Emergency Stop Push/Pull Button

Qty per Unit	Part Number/Model	Brand	Description
1	800T-N310		Emergency Stop Push/Pull Button - Protective Ring
1	6300P-170BAPSTDNB-3CBBW19NNNBNN-NN1S	Rockwell	VersaView 6300P Panel PC, 17"Aluminum, Panel, Standard Single Touch (Resistive), 5:4 1280X1024, 24 VDC isolated, Fanless ,1 PCI/PCle, Intel Core i3, 8GB RAM, Windows 10
1	HPI-B101		Panel Legend Plates (per drawing XXXX-B101)
			Software License
1	HPI-SGOV	HPI	HPI Governor License
1	9324-RLD300ENE	Rockwell	Studio5000 Logic Designer
1	9701-VWSTENE	Rockwell	FactoryTalk Studio SE Development Software
1	9701VWSB100AENE	Rockwell	FactoryTalk Studio SE Station 100 Display License
			Fuel Valve Replacement
2	TDB	Houston Hose	Mating Flanges
1	AGV-50	CCC	Gas Control Valve
1	FT-50	CCC	Block and Bleed Valve

15.2 Generator Control Panel

Qty per Unit	Part Number/Model	Brand	Description
1	78PB04D	ELECTROSWITCH	SERIES 24 MANUAL RESET LOCKOUT RELAY w/ 4 decks and 125VDC trip coil
2	74201D	ELECTROSWITCH	SERIES 24 - Momentary (spring-return) Action rotary switch, Double-Throw with off, One deck, Pistol Grip Handle
2	2438D	ELECTROSWITCH	SERIES 24- Circuit Breaker control switch, BREAKER TRIP/CLOSE SWITCH PISTOL-GRIP,SPRING RETURN WITH MECH TARGET FLAG, ENGRAVED "TRIP" & "CLOSE".
1	2404C	ELECTROSWITCH	SERIES 24- Voltmeter - transfer switch - 3-phase, phase-to-phase - 4 POSITION VOLTMETER PHASE SELECTOR SWITCH, ROUND KNURLED HANDLE.
1	2409C	ELECTROSWITCH	SERIES 24- Ammeter - transfer switch - 3-phase, three current transformers - 3 POSITION AMMETER PHASE SELECTOR SWITCH, ROUND KNURLED HANDLE.

Qty per Unit	Part Number/Model	Brand	Description
1	800T-J17H	Allen Bradley	30.5MM TYPE 4/13 3 POS SEL SWITCH NON-ILLUM WHITE, Knob Lever Operator MAINT ENGRAVED "AUTO-OFF-MAN"
1	800T-H17B	Allen Bradley	30.5MM TYPE 4/13 2 POS SEL SWITCH NON-ILLUM WHITE, Knob Lever Operator MAINT ENGRAVED "MAN-AUTO"
2	800T-Q10C	Allen Bradley	30.5mm Type 4/13 Pilot Light, Full Voltage, No Test Option, Incand., Clear, 120V AC
1	800T-QH2G	Allen Bradley	30.5mm Type 4/13 Pilot Light, LED, Green, 12-130V AC/DC
1	800T-QH2R	Allen Bradley	30.5mm Type 4/13 Pilot Light, LED, Red, 12-130V AC/DC
2	CS498A020G01	ABB	FT-1 Stand Alone 10 Pole Current/Shorting Test Jack and Blade Flexitest Switch/ w Clear Cover, Stud terminals Code 073
1	CS129A501G01	ABB	FT-1 Stand Alone 10 Pole Potential Flexitest Switch/ w Clear Cover, Stud terminals Code 001
2	02C9834G06	ABB	6 Position Horizontal Interlocking Bar
3	1270547	ABB	2 Position Horizontal Interlocking Bar
2	1164048	ABB	3 Position Horizontal Interlocking Bar
1	8440-2174	Woodward	SPM-D2-1010B/N
1	8923-1023	Woodward	KIT-DIN RAIL MOUNTING FOR ENCLOSUR (for SPM-D)
1	XSDRIN-03	Lantronix	Xpress-DR-IAP Industrial Device Server with installable industrial protocols
150	10200000000	Weidmuller	WDU 2.5, Feed-through terminal, Screw connection, 2.5 mm ² , 800 V, 24 A, Dark Beige
10	1855610000	Weidmuller	WTR 2.5, Test-disconnect terminal, Screw connection, 2.5 mm ² , 500 V, 24 A, Pivoting, Dark Beige
20	312.5	Littelfuse	6.3X32mm, Glass Fast Blow Fuse, 250VAC, 0.5A
10	312.001	Littelfuse	5X20mm, Glass Fast Blow Fuse, 250VAC, 1A
5	312.005	Littelfuse	5X20mm, Glass Fast Blow Fuse, 250VAC, 5A
1	199BX-14	Schneider Electric /Magnecraft	SCHNEIDER ELCTRIC/MAGNECRAFT 199BX-14 Power Relay, W199 Series, DPDT, 110 VDC, 40 A, Panel
10	3004249	PHOENIX CONTACT	Fuse Block with LED, 110-250V
1	007-05AA-EYRX	Crompton	DC Ammeter Shunt Rated (50mVDC), Scale (0-300), size 4 1/2 in
1	007-05VA-RXRX	Crompton	DC Voltmeter rating 0-300VDC, Scale (0-300), size 4 1/2 in

Qty per Unit	Part Number/Model	Brand	Description
1	007-218A-QQ**-C7	Crompton	AC WATT meter, Type 3-phase watts, sys: 3-wire, 2 Elem, Xfm rated, AC Amps:5, AC volts:120, left zero,(PT 14400/120 & CT 1200A/5A) RANGE: (0-30 MEGAWATTS)
1	007-311A-QQ**-C7	Crompton	AC VAR meter, Type 3-phase vars sys: 3-wire, 2 Elem, Xfm rated, AC Amps:5, AC volts:120, center zero,(PT 14400/120 & CT 1200A/5A) RANGE: (-15-0-30 MEGAVARS)
1	007-05FA-LSSU-C7	Crompton	RMS AC Ammeter, Type:Transformer Rated, Std case, rating:5A, Scalee:0-1200A
2	007-05GA-PZWD-C7	Crompton	RMS AC Voltmeter, Type:Transformer Rated, rating:150V, Scalee:0-18kV
2	007-411A-PNAN-AN	Crompton	Frequency Meter, Ratings:60Hz, Volts:120V, Scalee:55-65Hz
1	007-146A-PRAE-C6	Crompton	Synchroscope Meter Type:Synchrosopes-pivot and Jewel-50/60Hz, Volts:120V, Scalee:Slow-Fast, Normal freq:50/60Hz
1	ES-25-1AA1N0N0	Basler Electric	ES-25 Sync-Check Relay, Single phase, 120VAC, Instantenous, 50/60Hz
2	ES-27-1AA1N2A0	Basler Electric	ES-27 Under Voltage Relay, Single phase, 120VAC, Instantenous Timing, 50/60Hz, Adjustable reset, with 2 additional NC conatcts
6	EB25B04	GE	EB-25 with washer-head, 4 circuit
4	EB27B04S	GE	EB-27 with washer-head and short circuit strip, 4 circuit
1	N/A	HPIES	Door
3	N/A	HPIES	Subpanels
1	PL7000-6-5A-B-HI-E1X	GE	EPM 7000 Power Quality Meter
1	0300G00H425X X12XX	SEL	SEL-300G Generator Protection Relay

15.3 Instrumentation

Qty per Unit	Part Number/Model	Brand	Description
5	TBD	Endress Hauser	Pressure transmitter
8	TBD	WIKA	Pressure transmitter
8	TBD	TBD	Mounting Valve
4	TBD	ASCO or similar	125 VDC Solenoid Valve

16 COMMERCIAL INFORMATION

16.1 Terms and Conditions

This proposal is based on HPI's standard Terms and Conditions which HPI can supply upon request. HPI will gladly discuss Terms and Conditions with Customer to agree best for both parties.

16.2 Taxes, Duties and Customs

Pricing does not include taxes, duties, or customs.

Sales taxes will be charged at the applicable local rates unless a tax exemption certificate is provided to HPI Energy Services LLC.

16.3 Warranty

HPI warrants all work for a period of eighteen months from delivery or twelve months from the completion of commissioning, whichever occurs soonest.

16.4 Origin of Goods and Services

All parts are procured from sources within the United States.

All engineering personnel are located in HPI Energy Services LLC Houston facility.

16.5 Validity

This proposal is valid for 30 Days from issued.

16.6 Notes

This proposal covers the scope of work and supply detailed above. Any additional equipment or labor will be subject to charges in accordance with our Field Service Rate Schedule.

Any delays at site due to issues beyond HPI's control will be the responsibility of the customer and may be subject to charges in accordance with our Field Service Rate Schedule.

16.7 Scope Pricing

The following Price for this project, the scope is for a turnkey controls upgrade as described in this proposal which is to design, procure, manufacture, install and commission two GE Frame 5 Units.

16.7.1 Sales Price

System	Section	Price for 1 Unit	Price for 2 Units
1. Turbine Control Panel (Base Scope)	7	\$ 394,651.50	\$ 649,812.53
2. Motor Control Centre	9.1	\$ 134,573.07	\$ 266,843.37
3. Batteries	9.2	\$ 28,693.55	\$ 28,693.55
4. Instrumentation	9.3	\$ 23,983.03	\$ 46,808.75
5. Starting SSS Clutch	9.4	\$ 78,558.43	\$ 78,558.43
6. Generator Control Panel	9.5	\$ 91,839.78	\$ 138,471.82
7. Block And Bleed Arrangement	9.6.1	\$ 37,509.10	\$ 73,017.17
8. Fuel Control Valve	9.6.2	\$ 49,640.22	\$ 96,749.66
9. Wiring	9.7	\$ 35,551.28	\$ 68,649.28
Total		\$ 874,999.96	\$ 1,447,604.55

16.8 Progress Payment Schedule

The following progress payment schedule is typical to what HPI uses on projects. The Payment Schedule can be discussed and decided upon prior to contract agreement. Payments Terms will be Net 30 days: -

Milestone	%
Contract Award	30%
Release for Purchase of Material	30%
After shipment confirmation to site	15%
Completion of Commissioning	20%
Delivery of As-Built Documentation	5%

17 STANDARD HPI SUPPORT

From experience accumulated by the HPI engineering team over the last 40 years, HPI is fully aware of the vital support functions associated with the supply of modern 'state-of-the-art' equipment. The purchase of a system is the first stage of a relationship that will continue for the life of the equipment. It is the policy of HPI to ensure that the highest level and quality of support are planned and provided.

17.1 Support Organization

HPI provides product support throughout the life of its equipment and projects. The HPI customer support team comprises only skilled personnel having many years of experience in the field of gas turbine technology. The following services are available from the HPI support team at any time:

17.2 Supervision of Installation and Commissioning

HPI offers Supervision for the installation and commissioning of its control systems.

17.3 Specialized Training

HPI can provide detailed instruction for both operators and maintainers in the use of the system. HPI will customize its training programs to fit the specific needs of its customer.

17.4 After-Sales Service

HPI offers support to installed equipment including modifications and upgrades.

17.5 Long-Term Maintenance Support

It is the policy of HPI to ensure that long-term support for spares and repairs to hardware and software maintenance is available throughout the life of the system.

17.6 Telephone / E-mail Support

HPI provides a telephone / e-mail support service to discuss and assist with problems that may occur during normal working hours. If it is not possible to solve the problem this way, HPI offers a Call-Out Service for the benefit of our customers. Please refer to the HPI Field Rate Schedule located elsewhere in this proposal.

18 CONTACT PERSON

For any technical/commercial comments or questions about this proposal, the following personnel will be available:

Eduardo Inciarte



281-728-5463 (cell)

713-457-7507 (office)

713-457-7501 (fax)

e-mail: einciarte@hpienergy.com

web: www.hpienergy.com

COUNCIL ACTION FORM

CONSENT AGENDA ITEM NO. 4

MEETING DATE: MARCH 07, 2022

STAFF CONTACT: Gonz Garcia, Utilities Director

Agenda Item: Consider authorizing the City Administrator to execute a contract for the Prairie Trace West Lift Station, Project No. ED2001, in the amount of \$907,192.00.

Strategic Priority: Fiscal Stewardship
Infrastructure and Asset Management

Department: Utilities – Wastewater Division

Staff Recommendation:

Staff recommends City Council authorize the City Administrator to execute a contract with She Digs It, LLC in an amount not to exceed \$907,192.00 for the construction of the Prairie Trace West Lift Station project.

Background/Description of Item:

The Prairie Trace West Lift Station project is part of the Development Agreement between the City of Gardner and the Grata/Day3 developers. As part of the development agreement the City of Gardner is responsible for providing sanitary sewer to the development as well as the main interceptors within the development. The Prairie Trace West Lift Station is one of the main lift stations that will collect the wastewater from phase 1 of the residential development and the commercial properties that front 175th Street in future phases. The Prairie Trace West Lift Station will connect the forcemain West of Interstate 35 into the existing wastewater system.

Bidding Process:

The Invitation for Bids was advertised on the City of Gardner website, Drexel website and The Legal Record, from February 1, 2022, to February 23, 2022. A total of three (3) companies provided bid packages for the Prairie Trace West Lift Station project. Utilities staff and the design engineer performed a review of bids, qualifications and reference checks of the apparent low bidder. It was determined that all bidders were capable of performing the project as bid.

Vendor	Total Cost
She Digs It, LLC	\$907,192.00
Crossland Heavy Contractors, LLC	\$1,018,670.00
Garney Construction	\$1,146,719.00
Engineer's Estimate (GBA)	\$562,693.00

Staff has reviewed the bid package presented by She Digs It, LLC and they meet all of the requirements set out in the Request for Proposals. The She Digs It, LLC team is qualified to implement the project and meet the timelines required to perform this project.

Financial Impact:

The Prairie Trace sewer improvements will be financed with G.O. Bonds, and debt service payments will come from the Wastewater Fund.

Attachments included:

- a. She Digs It, LLC Bid Submittal
- b. Project Bid Tabulation
- c. Agreement between City & Contractor

Suggested Motion:

Authorize the City Administrator to execute a contract with She Digs It, LLC in an amount not to exceed \$907,192.00 for the Prairie Trace West Lift Station project.



GARDNER, KANSAS

CONTRACT DOCUMENTS AND SPECIFICATIONS

West Prairie Trace Lift Station

City Project Number:

Bid Request No. ED2001



George Butler Associates, Inc.
9801 Renner Boulevard
Lenexa, Kansas 66219

January 2022
(GBA PN 14512.00)





**GARDNER, KANSAS
UTILITIES DEPARTMENT**

Electric Administration Building
1150 E Santa Fe St
Gardner, KS 66030
PHONE (913) 856-0980

ADDENDUM NO. 1

**CONTRACT DOCUMENTS, SPECIFICATIONS AND PLANS
PRAIRIE TRACE SANITARY WEST SEWER IMPROVEMENT
PROJECT ID: ED #2001 (GBA 14512)**

February 21, 2022

The following changes and amendments are made a part of the Plans and Contract Documents for the **Prairie Trace West Sanitary Sewer Improvements** project. All other items and conditions of the Plans and Contract Documents remain unchanged.

ADDENDA TO THE CONTRACT DOCUMENTS:

1. BID FORM

Delete the Bid Form in its entirety and replace with the Bid Form included in this addendum.

2. ENGINEER APPROVED SUBSTITUTIONS:

- A. OBIC Armor 1000 Polyurea is an accepted alternate for the manhole coating system specified in section 02536. This coating system must have a 10-year warranty transferable to the Owner.

3. TABLE OF CONTENTS

Add Section 13122 – Minimum Fiberglass Building Requirements to the Table of Contents.

4. EXHIBIT D – SPECIAL CONDITIONS

- A. Remove Part 4.0 Southern Star Central Gas Pipeline Crossing Requirements.

ADDENDA TO THE SPECIFICATIONS:

1. DIVISION 1 – PROGRESS AND PAYMENT, SECTION 01100

A. Part 1 General – 1.22 Payment, Paragraph H

Remove and Replace 6-INCH C900 DR 25 PVC paragraph:

6-INCH C900 DR 25 PVC: Payment for C900 DR25 PVC pipe shall be in accordance with the unit price set forth in the Contractor's proposal for each pipe diameter and material.

Measurement for payment shall be based on horizontal length of pipe installed as determined from the construction survey stationing. Piping shall be measured along the centerline of the sewer.

The unit price shall include full compensation for all supervision, testing, plant, labor, materials, and equipment required in furnishing and installing the sewer pipe complete as well as payment for detailed construction staking; access way preparation and restoration; pavement saw cutting if required; temporary facilities and temporary fencing; all clearing and grubbing; installation, maintenance, and subsequent removal of erosion control devices as required including silt fence, wattles and filter bags; stockpiling topsoil; connection of new pipe to existing manholes or structures; fittings and connections to existing pipe; joint restraints; pipe bends; trench excavation of all materials encountered; rock excavation if required; debris pile disposal; pipe embedment; earthen backfill; granular trench backfill; disposal of excavated material not used as backfill; dewatering as required; compaction; granular backfill material or concrete required by trench widths exceeding the maximum allowable trench width for any pipe as shown on the Drawings; piping, restrained joints, and fittings of the correct size; locating, potholing, bracing, removal, replacement, or relocation of existing utilities; traffic control; surface restoration; removal and replacement of unsuitable pipe foundation material; street, driveway, sidewalk, curb and gutter, pavement removal and replacement to match existing or as shown on the Drawings and as required by City of Gardner; fence repair and replacement; tree protection, trimming, removal, and disposal; placement of fertilizer and seed and mulch; removal of all granular materials, rock, and debris from cultivate fields; placing stockpiled topsoil or replacing topsoil; resetting and re-establishing property corners, pins, bars, or markers removed; and any incidentals required therewith.

Remove and Replace Bid Additive 1

Payment for Bid Additive 1 will be in addition to the base bid if accepted by the owner. This includes: 12" PVC SEWER in addition to the new lift station construction. If the BID ADDITIVE 1: Payment for bid additive 1 will

Prairie Trace West Sanitary Sewer Improvements Addendum No. 1

be in addition to the base bid if accepted by the owner. This includes: 12" PVC SEWER in addition to the new lift station construction. If the bid alternate is accepted, additional materials will be required to install the sewer pipe. bid alternate is accepted, additional materials will be required to install the sewer pipe.

Remove and Replace Bid Additive 2

Payment for Bid Additive 2 will be in addition to the base bid if accepted by the owner. This includes: STANDARD 48" MANHOLE (0' to 9' DEEP) in addition to the manholes to be installed as part of the new lift station construction. If the bid alternate is accepted, additional materials will be required to install the standard manhole.

Add Bid Additive 3

Payment for Bid Additive 3 will be in addition to the base bid if accepted by the owner. This includes: STANDARD 48" MANHOLE EXTRA DEPTH (>9' DEEP) in addition to the extra manhole depth included in the new lift station construction. If the bid alternate is accepted, additional materials will be required.

ADDENDA TO THE CONTRACT DRAWINGS:

1. SHEET 8

Replace "Typ of 2" note on "6" DIA MJ PLUG VALVE W/ MEGALUG RESTRAINTS" with "Typ of all"

2. ELECTRICAL SHEETS

Remove sheets E1, E2, and E3 entirely and replace with the attached sheets in Attachment 3.

CLARIFICATIONS

1. The Subcontractor's Qualification Statement will only be required to be submitted prior to award and not required to be submitted prior to be submitted with the Bid at the time of opening.
2. Elevations for the 6-inch force main are shown in the profile view on Sheet 5 of the Plans. The minimum cover for the 6-inch force main is 42 inches.
3. The City of Gardner's Specifications shall be referred to for asphalt paving.
4. Blasting will only be considered after the Bid is awarded.

5. Underground storage will not be included in this project.
6. A transmitter shall be included with flow meter, see Specification Section 13432 for flow meter requirements.
7. All City of Gardner permit fees shall be waived.
8. Field Offices will not be required.
9. The City of Gardner's Specifications shall be referred to for the applicable utility approved transformer pad.
10. All valves outside of structures to be plug valves.
11. Wet well, valve vault, and flow meter structure backfill requirements shall comply with the City of Gardner Standards. Backfill requirements around these structures shall include minimum compaction at 95% maximum density at optimum moisture around structures. Backfill shall be deposited in lifts not to exceed eight (8) inches in uncompacted thickness. Excavated rock shall not be utilized as backfill around the structures.

ATTACHMENTS

1. Attachment 1 - Bid Form
2. Attachment 2 - Specification Section 13122 – Pre-Fabricated Fiberglass Buildings
3. Attachment 3 - Plan Sheets – E1, E2, E3

Dated at Gardner, Kansas this February 21, 2022.



Utilities Manager

A COPY OF THIS ADDENDUM SHALL BE ATTACHED TO THE PROPOSAL.

Acknowledge Receipt of Addendum by Bidder:

Signature of Bidder Date



Title Company Name



PROPOSER'S AFFIDAVIT

PROJECT # ED2001

This completed Proposer's Affidavit form must be submitted with the Proposer's Bid and will become a part of any agreement that may be awarded. This Proposer's Affidavit must be signed by an authorized representative. If the Proposal Signature Form is not signed by an authorized representative or submitted with the proposal, the proposal is considered non-responsive.

Please type or print:

Legal Name of Person, Firm or Corporation: SHEAIDS IT LLC

Address: 600 SE CENTRAL DRIVE

City/State/Zip: BLUE SPRINGS, MO 64014

Contact Person: MIKE AKINS

Phone: 816-295-1100 Email: MIKE@SHEAIDS.IT.COM

Federal ID #: 45-5420688

Type of Organization: ☐ Individual ☒ ^{LLC} Small Business ☐ Non-profit
☐ Partnership ☐ Corporation ☐ Joint Venture

Attach copies of all such licenses, permits or certificates issued to the business entity.

The undersigned person by his/her signature affixed hereon warrants that:

- A. He/she is an officer of the organization.
- B. He/she has been specifically authorized to offer a bid in full compliance with all requirements, and conditions, as set for in this Invitation for Bid.
- C. The Proposer complies with all of the requirements of the Bid.
- D. The Proposer certifies all products and services in the bid meet or exceed all requirements of this specification as set forth in the Bid and that all exceptions are clearly identified.
- E. He/she received the following addenda to the Invitation to Bid (indicate number and date of each):

Addendum No.: 1 Dated: 2/21/2022
Addendum No.: _____ Dated: _____
Addendum No.: _____ Dated: _____

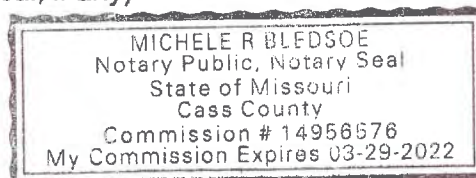
Authorized Signature: [Signature] Date: 2-23-22
(Title)

Subscribed and sworn to before me this 23rd day of Feb, 2022 by Cheryl Gushner.

[Signature]
(Signature of Notary Public)

My commission expires: 3/29/22

(seal, if any)



**BID FORM
PROJECT # ED2001**

All Bid Pricing is to be in accordance with all General Conditions, Special Conditions, and Minimum Specifications as stated within this Request for Bid. Failure to complete the following form(s) shall result in your Bid being deemed non-responsive and rejected without any further evaluation.

PRELIMINARY OPINION OF CONSTRUCTION COSTS - WEST PRAIRIE TRACE SANITARY					
BASE BID					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENSION
1	MOBILIZATION	LS	1	\$41,000 ⁰⁰	\$41,000 ⁰⁰
2	PRAIRIE TRACE LIFT STATION	LS	1	\$611,823 ⁰⁰	\$611,823 ⁰⁰
3	LIFT STATION ACCESS ROAD (ASPHALT)	SY	500	\$105 ⁰⁰	\$52,500 ⁰⁰
4	24" CMP CULVERT	LF	35	\$120 ⁰⁰	\$4,200 ⁰⁰
5	STANDARD 48" MANHOLE (0' TO 9' DEEP)	EA	2	\$9,670 ⁰⁰	\$19,340 ⁰⁰
6	STANDARD 48" MANHOLE EXTRA DEPTH (>9' DEEP)	LF	8	\$520 ⁰⁰	\$4,160 ⁰⁰
7	6" FORCE MAIN (C-900 DR 25) - OPEN CUT	LF	377	\$215 ⁰⁰	\$81,055 ⁰⁰
8	10" PVC SEWER	LF	62	\$372 ⁰⁰	\$23,064 ⁰⁰
9	8" SOLID SLEEVE	EA	2	\$900 ⁰⁰	\$1,800 ⁰⁰
10	8" GATE VALVE	EA	1	\$1,800 ⁰⁰	\$1,800 ⁰⁰
11	6" GATE VALVE	EA	1	\$1,120 ⁰⁰	\$1,120 ⁰⁰
12	SEED, FERTILIZE & MULCH	LS	1	\$4,500 ⁰⁰	\$4,500 ⁰⁰
13	PROVIDE STORMWATER POLLUTION CONTROL	LS	1	\$3,500 ⁰⁰	\$3,500 ⁰⁰
14	CONSTRUCTION STAKING	LS	1	\$4,500 ⁰⁰	\$4,500 ⁰⁰
15	OWNER FORCE ACCOUNT	LS	1	\$ 10,000	\$ 10,000
TOTAL BASE BID					\$864,362 ⁰⁰
EIGHT - HUNDRED - SIXTY - FOUR - THOUSAND - THREE - HUNDRED - SIXTY - TWO AND NO CENTS					
BID ADDITIVE					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENSION
16	12" PVC SEWER	LF	80	\$382 ⁰⁰	\$30,560 ⁰⁰
17	STANDARD 48" MANHOLE (0' TO 9' DEEP)	EA	1	\$9,670 ⁰⁰	\$9,670 ⁰⁰
18	STANDARD 48" MANHOLE EXTRA DEPTH (>9' DEEP)	LF	5	\$520 ⁰⁰	\$2,600 ⁰⁰
TOTAL BID ADDITIVE					\$42,830 ⁰⁰
\$ FOURTY - TWO - THOUSAND - EIGHT - HUNDRED - THIRTY - DOLLARS AND NO CENTS					



TIME FOR COMPLETION:

Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with the General and Special Conditions on or before the dates or within the number of calendar days indicated in the Agreement:

Substantial completion shall be achieved 150 days from Notice of Award. Final completion shall be achieved August 4, 2022.

Authorized Signature:  Date: 2-23-22

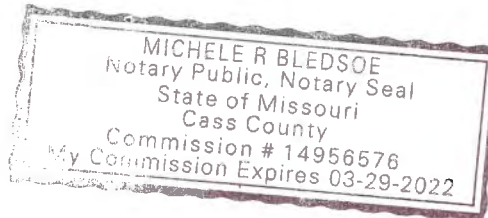
Name and Title: Cheryl Gerstner/Operating Manager

Subscribed and sworn to before me this 23rd day of Feb, 2022 by Cheryl Gerstner.


(Signature of Notary Public)

(seal, if any)

My commission expires: 3/29/22





BIDDER'S QUALIFICATION STATEMENT

PROJECT # ED2001

1. The name, address, telephone number/fax number/email address of the bidder.

Name: SHEPHERD IT LLC

Address: 600 SE CENTRAL DRIVE, BLUE SPRINGS, MO 64014

Phone/Fax/Email: 816-295-1100 / 816-295-1627 / M.K.S@SHEPHERDIT.COM

2. Years in business 10

3. List of contractors owned equipment available for this project. Attach as separate submittal, if necessary.

SEE ATTACHED

4. List of equivalent type projects within the last four (4) years. Attach as separate submittal, if necessary.

SEE ATTACHED

i. Name of Client: _____ Date of Project: _____

Contact Person: _____ Phone: _____

Description of Project: _____

ii. Name of Client: _____ Date of Project: _____

Contact Person: _____ Phone: _____

Description of Project: _____

iii. Name of Client: _____ Date of Project: _____

Contact Person: _____ Phone: _____

Description of Project: _____

5. List of person(s) who will supervise and be available to perform the work on this project and the number of years' experience. *See Attached*

Role:	Names:	Years experience:
Project Manager:		
Superintendent:		
Foreman:		
Other Personnel:		

6. List of Proposed Major Subcontractors:

Each bidder shall enter in the space provided the name(s) of major subcontractors the bidder proposes to employ and the type of work the subcontractor will perform. A major subcontractor is defined as a subcontractor whose subcontract constitutes approximately five (5) percent or more of the total contract price.

Subcontractor	Address	Phone #	Type/Scope of Work
JN PLLC	12900 Harbor Point Platte City Mo. 64029	816-383-4798	Electrical
JCI	Lee's Summit Mo. PO. Box 516	816-260-8742	Pump Station
Little Joes Asphalt Advanced Erosion Solutions	Banner Springs K.S. Olathe Kansas 66062	913-721-3261 913-390-8000	Paving Erosion / Seeding

7. Such additional information as will assist the City in determining whether the bidder is adequately prepared to fulfill the contract. Attach a separate submittal, if necessary.


The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the City in verification of the recitals comprising this statement of bidder's qualifications.

Authorized Signature:  Date: 2-23-22

OPERATING MANAGER (Title)

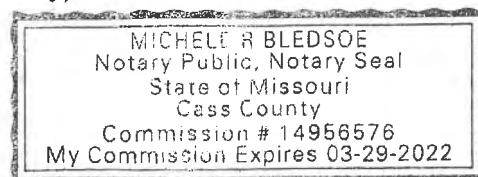
Subscribed and sworn to before me this 23rd day of Feb, 2022 by

Cheryl Gerstner.


(Signature of Notary Public)

(seal, if any)

My commission expires: 3/29/22



5. List of person(s) who will supervise and be available to perform the work on this project and the number of years' experience. See Attached

Role:	Names:	Years experience:
Project Manager:		
Superintendent:		
Foreman:		
Other Personnel:		

6. List of Proposed Major Subcontractors:

Each bidder shall enter in the space provided the name(s) of major subcontractors the bidder proposes to employ and the type of work the subcontractor will perform. A major subcontractor is defined as a subcontractor whose subcontract constitutes approximately five (5) percent or more of the total contract price.

Subcontractor	Address	Phone #	Type/Scope of Work
JNP. LLC.	12900 HARBOR PARK PLATE CITY, MO 64074	816-383-4798	ELECTRICAL
JCI	LEES SUMMIT MO	816-260-8742	PUMP STATION
LITTLE JOES/Asphalt	BONNER SAGANOS KS	913-721-3261	PAVING
ADVANCED EROSION SOLUTIONS	OLATHE KS 66062	913-390-8000	EROSION/SEEDING

7. Such additional information as will assist the City in determining whether the bidder is adequately prepared to fulfill the contract. Attach a separate submittal, if necessary.

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the City in verification of the recitals comprising this statement of bidder's qualifications.

Authorized Signature: [Signature] Date: 2-23-22

OPERATING MANAGER (Title)

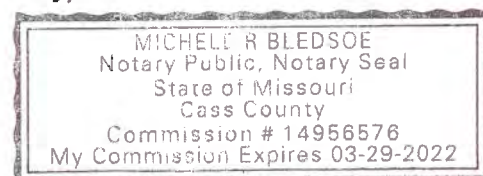
Subscribed and sworn to before me this 23rd day of FEB, 2022 by

Cheryl Gerstner

(Signature of Notary Public)

(seal, if any)

My commission expires: 3/29/22



Equipment List 1/1/2022

	EQUIPMENT		SERIAL NO.
	150 CONSTRUCTION EQUIPMENT		
	Excavators		
101	2012 Doosan DX300LC Hydraulic Excavator	0000CECAH-001017	
102	2016 Caterpillar 314ELCR Hydraulic Excavator	Z1T01668	
103	2016 John Deere 50G Compact Excavator	1F050GXEGH284916	
104	2012 Volvo EC35C Mini Excavator	VCEC35COA00005140	
105	2012 Volvo EC20C Mini Excavator	VCEC20CP000002652	
107	John Deere 135G Excavator	1FF135GXCHP500530	
108	2015 Wacker 8003 Track Excavator	CE0605HPAL00701	
109	2018 Takeuchi TB290 Ex	185105077	
110	2014 Kubota K008-3 Mini Excavator	40507	
111	2005 Komatsu 200LC-7L Hydraulic Excavator	KMTPC0409J54A87500	
112	2014 John Deere 350G LC Hydraulic Excavator	1FF350GXEEE809808	
113	2014 Cat 321D LCR excavator	CAT0321DHMPG00986	
114	2013 Komatsu PC490LC-10 Hyd Excavator	KMTPC239T54A40234	
115	2008 Hyundai Robex 290LC-7A Long reach	N80710785	
116	2017 Komatsu PC240L-11LF 60' Long Reach	A22153	
	Loaders		
201	Takeuchi TL12CR Loader #201200932	201200932	
207	2006 Case 621D Wheel Loader	JEE0139599	
209	2008 Cat 963D track loader	CAT963DCLCS0883	
210	2011 Cat 963D Track Loader	0LCS01758	
211	2020 Takeuchi TL12V2	4120003102	
212	2018 Takeuchi TL12R2	412101470	
213	2018 Takeuchi TL12R2	412100313	
214	Boxer 320 Compact Utility Loader	3428	
215	2017 Takeuchi TL12V2	412001076	
216	2016 Cat 262D	DTB05562	
	Other Utility Equipment		
301	2017 FKW FX55 Hydraulic Breaker	X55-06850	
302	2017 FKW HP35 ME Plate Compactor	350929	
303	Chicago Pneumatic RX38 Hydraulic Hammer	DEC170778	
305	FKW x175 Hydraulic Breaker	X175-01534	
307	RX411 Hydraulic Breaker	B96543	
308	RX211 Hazmat Hydraulic Breaker	BES099824	
309	2018 Tugger Assembly (pipe bursting)	1852284	
310	Gen-Eye Prism Camera model SLGPRA	1812415LF	
311	Conectec HS-57 Manhole Saw (for skid steer)		
312	RC150 Hydraulic Compactor	DEC196058	
313	2015 Wacker RD12A Tandem Vib. Roller	24248263	
314	NPX GH-10 breaker for Cat321		
315	2005 Ingersoll Rand SD70D Roller	185447	
	Plumbing Equipment		
401	SDP Gen Eye Camera w/Locator		
	Shop Equipment		
501	1999 Daewoo Forklift #1800	99-01800	
502	Cat DP70N Forklift	A720D10035	

	153 AUTOS/TRUCKS	VIN	Driver
1	2015 Utility Trailer 5RVH62020FP027414	5RVH62020FP027414	
2	2016 Lincoln Navigator	5LMJ2JT3GEL12275	Sheri
3	2016 Ford F150 Supercrew	1FTFW1EG6GFC07290	Dennis
4	2016 Ford F150	1FTMF1C82GKFA9236	Doug
5	2016 Ford F150	1FTMF1CP1GKFA4323	Shawn
6	2017 Ford Super Duty	1FT7X2AGXHHC94465	Brandon
7	2017 Ford F150	1FTEX1EPSHKC24331	Jay
8	2018 Elfre 102x25 Pintle Trailer	1E9BF2529S230123	
10	2011 Ford F250 Super Crew Diesel	1FT7W2B728EC0853	Matt
11	2004 GMC T7500 dump truck	1GDP7F1354F521784	
13	2014 Ford E350	1FDWE3FL5EDA74377	Joey
14	2018 Ford F150	1FTEX1EP1JKD43824	Rick
15	2007 Ford F750 XL2500 Gal Water Truck	3FRWF75E47V394287	
16	1999 GMC T7500 COE Dump Truck	1GDM7C1C3XJ500709	
17	2013 Pro Hauler 4x7 Equip. Trailer	5631A1414DM001358	
19	2019 Elite Pintle Trailer	1E9BF2528K5230227	
20	2019 Load Trail 102x22 Skid Trailer	4ZECH222XK1181505	
23	2011 Ford F750 ext. cab dump truck	3FRX7FL4BVA01682	
24	2014 Ford F250 Super Duty SuperCab	1FT7X2A67EEB84510	Drew
25	2015 Ford E350 Superduty Van	1FDWE3FL9FDA01627	Brian
28	2015 Ford F150	1FTEX1CP4FFA55296	Craig
30	2010 Intl Workstar 7400 Dump Truck	1HTWHAZT9A245254	
31	2014 Ford F250 Super Duty XL Super Cab	1FD7X2B61EEA04460	Jeff
32	2012 F250 SuperDuty Crew Cab	1FT7W2B70CEA29568	Travis
34	2013 Ford 550	1FD0W5HT0DEA42859	Henry
35	Wesco Pressure Washer Trailer	103000GL35	
36	2010 Ford F250 XL 4x4 Plow/Sander Truck	1FDNF2B52AEB37501	
37	2009 F450 Superduty XL Flatbed	1FDGX46R99EA88050	
38	2013 Cat CT660L Day Cab Truck Tractor	1HSJKTKTDXJ301034	
39	2007 1X1-110 CHDG Lowboy Trailer	4U3J053357L007127	
40	2015 Heil 407AL Fuel Tank Trailer	3H4DL4426F3G46684	
41	2014 Heil 407AL Fuel Tank Trailer	5HTDL4421E3G46583	
42	2011 International 7400 Letter Truck	1HTWDAAR4B331309	

Leased Equipment	rented from
Komatsu 240 Long Stick Excavator	Kirby Smith
Semi Truck KW096060	MHC Truck Leasing
TL12 Skid Steer	Kirby Smith
Komatsu 490 Hyd. Excavator	
Linkbelt 210 excavator	
Linkbelt 240 Long stick excavator	
Komatsu D-65 Dozer	



Major Projects Completed

	Project Name	Owner / General Contractor	Contact	Scope of Work	Amount	Completion Date
19054	Citywide Automated Metering	Leath & Sons Construction	816-353-8623	Water Meter Adjustments & Repair	\$300,000.00	3/31/2020
19141	Blue Springs School Dist. Pkg #3	Blue Springs School Dist	Newkirk Novak	Plumbing	\$265,874.00	3/31/2020
19170	54" Sewer Rehab	SAK Construction	636-385-1076	Sewer	\$75,000.00	2/28/2020
19222	2019 Citywide Sewer Main Repairs	SAK Construction	636-385-1076	Sewer	\$1,308,257.00	4/30/2020
19223	Blue Springs Marine	B. Dean Construction	816-795-3733	Site Utilities, Plumbing	\$148,036.00	4/30/2020
19279	KCI Logistics Trailer Complex	Universal Construction Co.	913-342-1150	Utilities, Sewer, Excavation	\$256,000.00	2/15/2020
19289	Collar Club	Jaco Construction	316-252-8200	Utilities, Plumbing	\$128,153.00	4/1/2020
20047	Pump Station 23	UGWYCO	913-573-5400	Utilities, Pump Station	\$141,200.00	10/15/2020
20065	MCPL Colbern Rd	JE Dunn	913-636-7663	Site Utilities	\$233,527.00	9/30/2020
20118	NKCHS Norlay Parking Lot	Newkirk Novak	913-312-9535	Site Utilities & Grading	\$112,982.00	8/31/2020
20119	Grain Valley High School Phase 5	McCown Gordon	816-602-0534	Site Utilities	\$318,876.00	10/15/2020
20156	NKC Early Childhood Ctr	McCown Gordon	816-602-0534	Site Utilities	\$135,874.00	10/31/2020
20191	89th & Lane Stormwater	Leath & Sons Construction	816-353-8623	Stormwater Repairs	\$36,790.00	12/31/2020
20041	Liggett Trail Elementary	Fogel Anderson	816-842-6914	Utilities, plumbing	\$538,944.00	3/31/2021
20042	Indian Creek Elementary	Newkirk Novak	913-312-9535	Plumbing, Excavation	\$627,925.00	3/31/2021
20080	Citywide Automated Metering	Leath & Sons Construction	816-353-8623	Water Meters	\$200,000.00	4/30/2021
20218	Winnetonka Athletic Upgrades	McCown Gordon	816-602-0534	Site Utilities	\$178,024.00	3/31/2021
21040	Cheddington Storm Sewer	Raintree Community	816-823-7331	Storm Sewer	\$182,403.00	6/30/2021
20231	Oak Park Athletic Upgrades	McCown Gordon	816-602-0534	Site Utilities	\$361,107.00	8/31/2021
20169	Blue Valley Elementary	McCown Gordon	816-602-0534	Site Utilities, Excavation,	\$726,512.00	8/31/2021
19320	KCI Airport Terminal	US Engineering	816-753-6969	Plumbing	\$6,579,660.00	11/30/2021
20161	Citywide Sewer Main Repairs	SAK Construction	636-385-1076	Sewer & Water Main	\$500,000.00	10/31/2021
20251	MCC Advanced Mfg Institute	McCown Gordon	816-602-0534	Site Utilities	\$46,773.00	11/30/2021
20232	MCC Blue River	McCown Gordon	816-602-0534	Site Utilities	\$137,230.00	11/30/2021
19321	Pleasant Valley Baptist Church	Pearce Construction	816-941-3000	Plumbing	\$218,919.00	10/31/2021
21084	Sanitary Sewer Repairs	Platte Co. Regional Sewer Dist	816-858-2052	Sanitary Sewer Repairs	\$427,465.00	10/31/2021
21144	Sanitary Sewer Imp 29th & Forest	KCMO Water Services	816-513-0568	Sanitary Sewer	\$154,609.00	11/30/2021



Projects In Progress

	Project Name	Owner/General Contractor	Contact	Scope of Work	Contract Amount	Est. Completion Date	% Complete
20221	KCI Parking Garage	Rodriguez Mechanical	913-281-1814	Plumbing	\$1,181,000.00	4/1/2022	35%
20230	Lee's Summit Middle School	McCown Gordon	816-602-0534	Site Utilities	\$1,074,955.00	1/31/2022	98%
20233	Blue Valley ANTDAC	JE Dunn	816-426-8140	Storm, Water, Excavation	\$416,916.00	1/31/2022	99%
20250	Staley High School	McCown Gordon	816-602-0534	Site Utilities	\$150,292.65	1/31/2022	98%
21037	Spring Hill Middle School #3	JE Dunn	816-426-8140	Storm, Water, Excavation	\$1,277,910.00	2/28/2022	85%
21074	New Reformation Church	Pearce Construction	816-941-3000	Plumbing	\$126,630.00	12/31/2021	55%
21133	15th St Pump Station	KCMO Water Services	816-513-0568	Pump Station Upgrades	\$4,980,556.00	12/31/2022	10%
21144	Sanitary Sewer Imp 29th & Forest	KCMO Water Services	816-513-0568	Sanitary Sewer	\$154,609.00	12/31/2021	95%
21154	Hogan Prep	McCown Gordon	816-602-0534	Site Utilities	\$389,174.00	3/31/2022	0%
21160	120" Emergency Sewer Cleaning	KCMO Water Services	816-513-0568	Sewer Cleaning	\$1,350,000.00	3/1/2022	20%
21186	Blue Springs School Dist. Additions	Newkirk Novak	913-312-9535	Site Utilities, Plumbing	\$1,357,470.00	12/31/2022	10%
21188	KCMO Transmission Repairs	Beemer Construction	816-229-2266	Water Services	\$50,000.00	6/30/2022	10%



Major Sewer, Water Service & Metering Contracts

Project No.	Project Name	Owner / General Contractor	Date of Completion	Contract Amount	Scope of Work	% Self Completed
16004	NKC Water Meter Replacement	City of North Kansas City 816-274-6022 John Sponsler	10/7/2016	\$80,223.71	Water Meters	100%
18050	City Wide Automated Metering	Leath & Sons Construction 816-353-8623 Mike Carmichael	12/20/2018	\$304,948.00	Water Meters	100%
KCPD	KCMO Schools Service Contract	KCMO Public School District 816-418-7208 Larry Weissman	ongoing		Plumbing/Water Services	100%
MCCKC	MCCKC Annual Service Contract	Metropolitan Community Colleges 816-604-1372 Robert Burkey	ongoing		Plumbing/Water Services	100%
19222	2019 Citywide Sewer Main Repairs For City of Kansas City, MO	SAK Construction 636-385-1076 Brent Adams	4/30/2020	\$1,308,257.00	Storm Mains/Point Repairs	100%
20161	2021 Citywide Sewer Main Repairs For City of Kansas City, MO	SAK Construction 636-385-1076 Brent Adams	10/31/2021	\$808,249.00	Storm Mains/Point Repairs	100%
20198	2020 Transmission Repairs For City of Kansas City, MO	Beemer Construction 816-229-2266 Kody Rogers	10/31/2021	\$46,500.00	Water Service Repairs	100%



SUBCONTRACTOR'S QUALIFICATION STATEMENT

PROJECT # ED2001

Please fill out a form for each subcontractor the contractor proposes to employ. Copy this form if additional forms are required and attach as separate submittals to the Proposal.

1. The name, address, telephone number/fax number/email address of the Subcontractor.

Name: _____

Address: _____

Phone/Fax/Email: _____

2. Years in business _____

3. List of Subcontractors owned equipment available for this project. Attach as separate submittal, if necessary.

4. List of equivalent type projects within the last four (4) years. Attach as separate submittal, if necessary.

i. Name of Client: _____ Date of Project: _____

Contact Person: _____ Phone: _____

Description of Project: _____

ii. Name of Client: _____ Date of Project: _____

Contact Person: _____ Phone: _____

Description of Project: _____

iii. Name of Client: _____ Date of Project: _____

Contact Person: _____ Phone: _____

Description of Project: _____

5. List of person(s) who will supervise and be available to perform the work on this project and the number of years' experience.

Role:	Names:	Years experience:
Project Manager		
Superintendent		
Foreman:		
Other Personnel:		

6. Such additional information as will assist the City in determining whether the bidder is adequately prepared to fulfill the contract. Attach a separate submittal, if necessary.

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the City in verification of the recitals comprising this statement of subcontractor's qualifications.

Authorized Signature:  Date: _____
(Title)

Subscribed and sworn to before me this _____ day of _____, 20__ by _____.

(Signature of Notary Public)

(seal, if any)

My commission expires: _____



**CERTIFICATE OF NONDISCRIMINATION
MANDATORY PROVISIONS**

PROJECT # ED2001

K.S.A. § 44-1030(a) provides that every contract for or on behalf of the City of Gardner, Kansas for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees to the following:

- (1) that the contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, age, national origin or ancestry;
- (2) that in all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer," or similar phrase as approved by the state commission;
- (3) that if the contractor fails to comply with the manner in which the contractor reports to the state commission in accordance with the provision of K.S.A. § 44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the City of Gardner;
- (4) that if the contractor is found guilty of a violation of the Kansas Act Against Discrimination under decision or order of the state commission which has become final, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the City of Gardner; and
- (5) that the contractor shall include the provisions of K.S.A. § 44-1030(a) subsections (1) through (4) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

The provisions of K.S.A. § 44-1030(a) shall not apply to a contract entered into by a contractor: (1) who employs fewer than four (4) employees during the term of such contract; or (2) whose contracts with the City of Gardner cumulatively totals \$5,000 or less during the same fiscal year.

By signing this Certificate of Nondiscrimination, contractor acknowledges inclusion of the requirements of K.S.A. 44-1030(a) in the base contract and in all subcontracts.

DATE: 2/23/2022

SHEARIS IT LLC
Contractor/Principal

By:

[Signature]
Signature

CORPORATE SEAL

OPERATING MANAGER
(Official Title of Signer)



NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

PROJECT # ED2001

STATE OF Missouri
COUNTY OF Cass

Cheryl Gerstner, being first duly sworn deposes and says that:

- (1) He is OPERATING Manager of SABDIGS IT LLC, the Bidder that has submitted the attached Bid;
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees of parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Gardner, KS or any person interested in the proposed Contract;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

By: [Signature]

Name: CHERYL GERSTNER

Title: OPERATING Manager

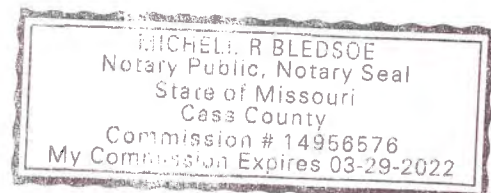
Bidder: SABDIGS IT LLC

Subscribed and sworn to before me this 23rd day of Feb, 2022 by Cheryl Gerstner.

[Signature]
(Signature of Notary Public)

(seal, if any)

My commission expires: 3/29/22



POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

David S. Salavitch, Robert L. Cox, Luke P. Sealer, jointly or severally

in the City of Lees Summit, State of Missouri its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 17th day of March, 2020.



**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

On this 17th day of March, 2020, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Gretchen L. Johnnigk
Gretchen L. Johnnigk Notary Public



CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 23rd day of Feb, 2022

**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: Jeffrey D. Fick
Jeffrey D. Fick Corporate Secretary

Alscott, Inc.
Surety Bonds
24901 Woodland Circle
Lee's Summit, MO 64086

Phone (816) 674-8067
david@alscottinc.com

October 14, 2021

Re: Shedigs It, LLC
Bonding Program

Dear Sir or Madame,

Please let this letter serve as notice that Shedigs It, LLC is bonded by the RLI Insurance Company, a U.S. Treasury Department approved surety. RLI is AM Best rated at A+ with a Treasury limit of \$74,288,000.

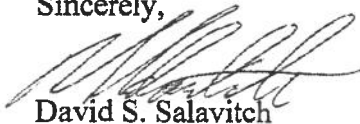
Based upon our solid relationship, and Shedigs It, LLC's top rated performance, we are pleased to state the company has bonding capacity currently available in the excess of \$12,000,000 for single projects. While there are no set limits, Shedigs It, LLC has qualified for backlog program of over \$20,000,000. It is understood the issuance of any final or bid bonds is a matter between the contractor and the surety and no liability to third parties is assumed should bonds not be executed for any reason.

We fully recommend Shedigs It, LLC for your construction needs. You will find the company has a long proven track record of owner satisfaction and of bringing projects in on time and within budget.

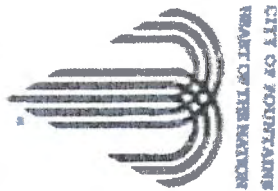
If you have any questions, please feel free to call.

RLI Insurance Company

Sincerely,



David S. Salavitch



CITY OF MOUNTAINS
TREAT OF THE NATION

CITY OF KANSAS CITY, MISSOURI

Human Relations Department
Disadvantaged Minority/Women Business Enterprise Division



KANSAS CITY
MISSOURI

SHEDIGS IT LLC

is duly certified as a

Women Business Enterprise (WBE)

Certification Codes:

NAICS 237110: SANITARY SEWER CONSTRUCTION

Please refer to the certification approval letter for the complete list of approved NAICS Codes


Andrea Dorch, Director, Human Relations Department

Note: This certificate is the property of the City of Kansas City, Missouri, Human Relations Department, and may be revoked should the above named firm graduate from the MWDBE program or the firm's certification is no longer active. In addition, this certificate is valid only in conjunction with the firm's active listing in the City of Kansas City, Missouri's Directory of certified MBE, WBE, SLBE, SLBE-WBDEPS, ACDBE, DBE, SBE firms via the following website: <https://kcumohrd.mwbe.com/7TN-kcmohrd>

Each year you must submit an Annual Update application 60 day prior to your certification expiration date

414 E. 12th Street, 4th Floor Kansas City, Missouri 64106 Phone (816) 513-1836 Fax (816) 513-1805

Expiration Date: 6/15/2022



Missouri Regional Certification Committee

Missouri Department of Transportation City of St. Louis, Missouri
Bi-State Development Kansas City Area Transportation Authority
City of Kansas City, Missouri

In accordance with the requirements for certification as defined by the U.S. Department of Transportation's 49 CFR Part 26, the Missouri Regional Disadvantaged Business Enterprise Unified Certification Program presents this Certificate to:

SHEDIGS IT LLC

for certification as a

Disadvantaged Business Enterprise (DBE)

Certification Codes

NAICS 237110: SANITARY SEWER CONSTRUCTION

(Please refer to the certification approval letter for the complete list of approved NAICS Codes)


Andrea Dorch, Director, Human Relations Department

Note: This certificate is the property of the City of Kansas City, Missouri Human Relations Department, and may be revoked should the above named firm graduate from the DBE/CDBE/SBE program or the firm's certification is no longer active. In addition, this certificate is valid only in conjunction with the firm's active listing in the Missouri Regional Certification Committee Database, which can be accessed via the following weblink at: <https://www6.mdot.mo.gov/MRCCHome/PublicSearch>

Each year you must submit an Annual Update application 60 day prior to your certification expiration date

414 E. 12th Street, 4th Floor Kansas City, Missouri 64106 | Phone (816) 513-1838 | Fax (816) 513-1805

Expiration Date: 6/15/2022

				GBA ENGINEER'S ESTIMATE		Crossland Heavy Contractors, Inc.		She Digs It, LLC		Garney Construction			
ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	MOBILIZATION	LS	1	\$24,900.00	\$24,900.00	\$50,000.00	\$50,000.00	\$41,000.00	\$41,000.00	\$50,000.00	\$50,000.00	\$0.00	\$0.00
2	PTLS	LS	1	\$401,930.00	\$401,930.00	\$683,000.00	\$683,000.00	\$611,823.00	\$611,823.00	\$908,558.00	\$908,558.00	\$0.00	\$0.00
3	LS ACCESS ROAD	SY	500	\$13.00	\$6,500.00	\$88.00	\$44,000.00	\$105.00	\$52,500.00	\$117.00	\$58,500.00	\$0.00	\$0.00
4	24" CMP CULVERT	LF	35	\$105.00	\$3,675.00	\$128.00	\$4,480.00	\$120.00	\$4,200.00	\$154.00	\$5,390.00	\$0.00	\$0.00
5	STD 48" MH (0-9)	EA	2	\$9,500.00	\$19,000.00	\$15,500.00	\$31,000.00	\$9,670.00	\$19,340.00	\$7,114.00	\$14,228.00	\$0.00	\$0.00
6	STD 48" MH (>9)	LF	8	\$750.00	\$6,000.00	\$500.00	\$4,000.00	\$520.00	\$4,160.00	\$63.00	\$504.00	\$0.00	\$0.00
7	6" FORCEMAIN (C-900 DR25)	LF	377	\$54.00	\$20,358.00	\$200.00	\$75,400.00	\$215.00	\$81,055.00	\$63.00	\$23,751.00	\$0.00	\$0.00
8	10" PVC SS	LF	62	\$200.00	\$12,400.00	\$420.00	\$26,040.00	\$372.00	\$23,064.00	\$405.00	\$25,110.00	\$0.00	\$0.00
9	8" SOLID SLEEVE	EA	2	\$1,320.00	\$2,640.00	\$2,000.00	\$4,000.00	\$900.00	\$1,800.00	\$881.00	\$1,762.00	\$0.00	\$0.00
10	8" GATE VALVE	EA	1	\$4,760.00	\$4,760.00	\$3,000.00	\$3,000.00	\$1,800.00	\$1,800.00	\$2,666.00	\$2,666.00	\$0.00	\$0.00
11	6" GATE VALVE	EA	1	\$4,230.00	\$4,230.00	\$2,750.00	\$2,750.00	\$1,120.00	\$1,120.00	\$2,150.00	\$2,150.00	\$0.00	\$0.00
12	SEED, FERTILIZE & MULCH	LS	1	\$5,250.00	\$5,250.00	\$3,500.00	\$3,500.00	\$4,500.00	\$4,500.00	\$5,239.00	\$5,239.00	\$0.00	\$0.00
13	STORMWATER POLLUTION CONTROL	LS	1	\$4,800.00	\$4,800.00	\$15,500.00	\$15,500.00	\$3,500.00	\$3,500.00	\$16,015.00	\$16,015.00	\$0.00	\$0.00
14	CONSTRUCTION STAKING	LS	1	\$5,000.00	\$5,000.00	\$8,000.00	\$8,000.00	\$4,500.00	\$4,500.00	\$5,890.00	\$5,890.00	\$0.00	\$0.00
15	OWNER FORCE ACCOUNT	LS	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
16	12" PVC SS	LF	80	\$225.00	\$18,000.00	\$450.00	\$36,000.00	\$382.00	\$30,560.00	\$119.00	\$9,520.00	\$0.00	\$0.00
14	STD 48" MH (0-9)	EA	1	\$9,500.00	\$9,500.00	\$15,500.00	\$15,500.00	\$9,670.00	\$9,670.00	\$7,136.00	\$7,136.00	\$0.00	\$0.00
14	STD 48" MH (>9)	LF	5	\$750.00	\$3,750.00	\$500.00	\$2,500.00	\$520.00	\$2,600.00	\$60.00	\$300.00	\$0.00	\$0.00
				BASE TOTAL	\$531,443.00	BASE TOTAL	\$964,670.00	BASE TOTAL	\$864,362.00	BASE TOTAL	1,129,763.00	BASE TOTAL	\$10,000.00
				ALT BID	\$31,250.00	ALT BID	\$54,000.00	ALT BID	\$42,830.00	ALT TOTAL	16,956.00	ALT TOTAL	\$0.00
				PROJECT TOTAL	\$562,693.00	PROJECT TOTAL	\$1,018,670.00	PROJECT TOTAL	\$907,192.00	PROJECT TOTAL	1,146,719.00	PROJECT TOTAL	\$10,000.00

AGREEMENT BETWEEN CITY AND CONTRACTOR

This agreement ["Agreement"], is made as of this _____ day of _____, 20__ by and between the City of Gardner, Kansas, [hereinafter "City"], and _____, [hereinafter referred to as "Contractor"] for the construction of the following described work: **Prairie Trace West Lift Station Sewer Improvements** known as City of Gardner Project No. **ED2001**.

RECITALS

WHEREAS, the City desires to construct and complete Project No. ED2001.

WHEREAS, the City has caused to be prepared, in accordance with the law, Notice to Bidders, Instructions to Bidders, Bid, this Agreement, General and Special Conditions, Plans, Specifications and other Contract Documents (the "Contract Documents"), as defined in the General Conditions, for the work herein described, and has approved and adopted these said Contract Documents and has caused to be published, in the manner and for the time required by law, an advertisement inviting sealed Bids for furnishing construction materials, labor, tools, equipment and transportation necessary for, and in connection with, the construction of public improvements in accordance with the terms of this Agreement; and

WHEREAS, the Contractor, in response to the advertisement, has submitted to the City, in the manner and at the time specified, a sealed Bid in accordance with the terms of this Agreement; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined and canvassed the Bids submitted, and as a result of this canvass has, in accordance with the law, determined and declared the Contractor to be the lowest and best responsible bidder for the construction of the public improvements known as Project No. ED2001, and has duly awarded to the Contractor a contract therefore upon the terms and conditions set forth in this Agreement for the sum or sums named in the Bid attached to and made a part of this Agreement.

WHEREAS, in the judgment of the City of Gardner, it is necessary and desirable to employ the services of Contractor for **Prairie Trace West Lift Station Sewer Improvements**.

NOW, THEREFORE, in consideration of the compensation to be paid the Contractor, foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

- 1.0 Work to be Performed. The Contractor will furnish at his own cost and expense all labor, tools, equipment, materials and transportation required to construct and complete the work designated, described and required by the Bid Documents and Contract Documents for City of Gardner Project No. ED2001. All terms used herein shall have the meanings ascribed to them in the General Conditions unless otherwise specified.

- 1.1 Contractor's Work. The Work to be performed by Contractor under this Agreement is as described in the Bid Documents, attached and incorporated by reference.
- 1.2 Performance Standard. Contractor represents to City that Contractor is professionally qualified to do this Project and if required, is licensed to practice the Work being offered by all public entities having jurisdiction over Contractor and the Project. Contractor specifically acknowledges and confirms that: 1.) Contractor has visited the site, made all inspections Contractor deems appropriate and has read and fully understands the Contract Documents, including all obligations and responsibilities undertaken by Contractor as specified herein and in the other Contract Documents and knowingly accepts same; 2.) Contractor has furnished copies of all Contract Documents to Contractor's insurance carrier(s) and its surety(ies); and 3.) Contractor's insurance carrier(s) and surety(ies) agree to be bound as specified in this Agreement, in the Contract Documents, as set forth in the insurance policy(ies) and bonds pertaining to liability and surety coverage.
- 1.3 Assigned Personnel.
- a. Contractor shall only assign competent personnel to perform work hereunder. In the event that at any time City, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from City.
 - b. With respect to this Agreement, the Contractor shall employ the following key personnel: _____
 - c. In the event that any of Contractor's personnel assigned to perform Work under this Agreement become unavailable due to resignation, sickness or other factors outside of Contractor's control, Contractor's shall be responsible for timely provision of adequately qualified replacements.
 - d. The Contractor shall designate _____ as Principal on the Project. As principal on this project, this person shall be the primary contact with the Project Representative and shall have authority to bind Contractor. So long as the individual named above remains actively employed or retained by Contractor, he/she shall perform the function of principal on the Project, unless otherwise agreed to in writing signed by both parties. The Contractor will supply a direct name, phone number and email and will notify the City if this contact information changes during the contract period.
 - e. City shall designate **Jeff LeMire** as the Project Representative to represent the City in coordinating this project with Contractor, with authority to transmit instructions and define policies and decisions of City. The written consent of the Department Director, and if applicable, City Administrator and/or Governing Body, shall be required to approve any increase in Project cost as defined in Exhibit B.

2.0 Commencement of Contract Time; Notice to Proceed.

- 2.1 The Contract Time will commence on the date stated in the Notice to Proceed. No Work shall be done at the site prior to issuance of a Notice to Proceed.

- 2.2 Before a Notice to Proceed will be issued, Contractor shall deliver to City certificates of insurance and such bonds as are required pursuant to the terms of this Agreement and the Contract Documents.
- 2.3 Before Contractor commences Work, a Pre-Construction Conference shall be held to review the progress schedules, to establish procedures for handling Shop Drawings and other submittals, and to establish a working understanding among the parties as to the Work to be performed pursuant to the terms of this Agreement and the Contract Documents.

3.0 Time of Performance.

- 3.1 Unless otherwise provide in this Agreement, Contractor shall commence Work upon the date stated in the Notice to Proceed, and will complete all Work covered by this Agreement and the Contract Documents within the time specified on the Notice to Proceed. Time is of the essence.
- 3.2 Progress Schedule
Within ten (10) days after the Effective Date of this Agreement and prior to commencing the Work, Contractor shall submit to City an estimated progress schedule indicating the starting and completion dates of the various phases of the Work, including the projected cost of each phase. The cost projection may serve as the basis for Progress Payments during the Work.
- 3.3 Computation of Time. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation. A calendar day of 24 hours measured from midnight to the next midnight shall constitute a day.
- 3.4 Changes in Contract Time. The Contract Time may only be changed by a Change Order. Any claim for an extension or shortening of the contract time shall be based on written notice delivered by the party requesting the change to the other party promptly and stating the general nature of the claim. A written claim with supporting data shall be delivered within thirty (30) days after such occurrence (unless the Engineer allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Time shall be determined by the Engineer. Consideration may be given to requests for extensions of time due to inclement weather. No claim for an adjustment in the Contract Time will be valid if not submitted in accordance with the requirements of this paragraph. In executing this Agreement, Contractor expressly covenants and agrees that, in undertaking to complete the Work within the time therein fixed, it has taken into consideration and made allowances for all hindrances and delays incident to such Work, whether growing out of delays in securing materials, workers, weather conditions, or otherwise.

3.5 Damages for City Delay. If Contractor shall be delayed at any time in the progress of the Work by any act or omission of City or by any separate contractor employed by City, and over which Contractor has no control, then the Contract Time shall be extended by written Change Order for such reasonable time as City may decide, and no adjustment shall be made in the Contract Price.

3.6 Work Stoppage. Contractor warrants to City that there will be no Work stoppages or interruptions arising out of labor disputes, including, but not limited to, those due to the presence of both union and nonunion workforces at the Project site. Contractor further agrees that in the event of any strike, picket, sympathy strike, work stoppage or other form of labor dispute or picket in connection with the work of Contractor, other contractors, subcontractors, City, or any other person, Contractor will, contingent upon City providing a picket free entrance, continue to perform the Work required herein without interruption or delay.

3.7 Liquidated Damages.

- a. Due to the critical nature of this project, liquidated damages resulting from failure to meet the completion date, shall be charged against the Contractor at a rate of per the following schedule:

CONTRACT AMOUNT			LIQUIDATED DAMAGES
\$0	to	\$25,000	\$75
\$25,001	to	\$50,000	\$125
\$50,001	to	\$100,000	\$200
\$100,001	to	\$500,000	\$400
\$500,001	to	\$1,000,000	\$600
\$1,000,001	to	\$2,000,000	\$925
\$2,000,001	to	\$5,000,000	\$1,375
\$5,000,001	to	\$10,000,000	\$2,000
\$10,000,001	and	up	\$3,000

The amount shown above shall be the sum due for each 24-hour calendar day, including weekends and holidays, on the full bid price of the Contract for each day completion is not made in accordance with the project schedule. The assessed amount shall be deducted from the final invoice(s).

- b. Damages are only a reasonable estimate of City's damages due to loss of public use during any delay period.
- c. The City shall have the right to deduct the liquidated damages due to the public's loss of use of the project, and the City's actual costs to continue administration of the construction and the contract, from any monies due or any monies that may become due to the Contractor.

4.0 Payment.

4.1 City agrees to pay Contractor for the actual work performed in accordance with this Agreement and the Contract Documents on the Project at the rates set forth in the Bid Form, which is attached hereto and incorporated by reference into this

Agreement, the total of which shall not exceed a maximum total fee of

- 4.2 Contractor shall bill City monthly for all work performed. The bill submitted by Contractor shall itemize the work for which payment is requested. City agrees to pay Contractor within thirty (30) days of approval. Contractor agrees to submit herewith such financial information as shall be required by City to enable the City to properly report such payments as required by state or federal law. City will pay or cause to be paid an amount equal to the estimated value of the Work performed less a retained amount in accordance with the following schedule:

- 1) Ten (10) percent until construction is substantially complete;
- 2) When the Work is substantially complete, the retained amount may be reduced to a lesser amount at the discretion of the Engineer.

- 4.3 All invoices should be sent to:

Jeff LeMire, Senior Staff Engineer
jlemire@gardnerkansas.gov
1150 E. Santa Fe St., Gardner, KS 66030
(913) 856-0980

- 4.4 Right to Withhold Payment:

City may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to Contractor, to protect City from loss because of:

- 1) Defective Work not remedied by Contractor nor, in the opinion of City, likely to be remedied by Contractor;
- 2) Claims of third parties against City or City's property;
- 3) Failure by Contractor to pay Subcontractors or others in a prompt and proper fashion;
- 4) Evidence that the balance of the Work cannot be completed in accordance with this Agreement for the unpaid balance of the Contract Price;
- 5) Evidence that the Work will not be completed in the Contract Time required for substantial or final completion;
- 6) Persistent failure to carry out the Work in accordance with this Agreement;
- 7) Damage to City or a third party to whom City is, or may be, liable; or
- 8) Conditions unfavorable for the prosecution of Work, or because of conditions which, in the opinion of the Engineer, warrant such action.

5.0 Substantial Completion.

- 5.1 When Contractor considers the entire Work ready for its intended use and all final restoration and testing is complete, Contractor shall notify City in writing that the entire Work is substantially complete and request that the Engineer issue a statement of Substantial Completion. Within a reasonable time thereafter, City and Contractor shall observe the Work to determine the status of completion. If City does not consider the Work substantially complete, City will notify Contractor in writing, giving its reasons therefore. If City considers the Work substantially complete, City will prepare a tentative statement of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the statement a tentative list of items to be completed or corrected before Final

Payment. This list shall be called a Punch List. The statement shall state the responsibilities of City and Contractor for maintenance, utilities, damage to the Work and insurance if any of these items shall be treated differently upon Substantial Completion and shall further state the time within which Contractor shall complete the items on the Punch List attached thereto.

- 5.2 City shall have the right to exclude Contractor from the Work after the date of Substantial Completion, but City shall allow Contractor reasonable access to complete or correct items on the Punch List.

6.0 Partial Utilization of Work by City.

Use by City of any finished part of the Work, which has specifically been identified in the Contract Documents, or which City and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by City without significant interference with Contractor's performance of the remainder of the Work shall be permitted. Such use and operation shall not constitute an acceptance of the Work, and Contractor shall be liable for defects due to faulty construction until the entire Work under this Agreement is finally accepted and for a period of two (2) years or longer thereafter as stipulated in these Contract Documents or by other law or regulation.

7.0 Completion and Final Payment.

- 7.1 Upon written notice from Contractor that Work or an agreed portion thereof is complete, Engineer will make a final inspection with Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to remedy such deficiencies.
- 7.2 If a repeat final inspection(s) is required, Contractor shall bear the cost of such repeat inspection, if any, including engineering and other professional fees. After Contractor has completed all such corrections and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, marked-up record documents and other documents - all as required by the Contract Documents, and after Engineer has indicated that the Work is complete, Contractor may make application for Final Payment request following the procedure for progress payment requests.
- 7.3 The Final Payment requests shall be accompanied by all documentation called for in this Agreement and the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to City) of all liens arising out of or filed in connection with the Work. In lieu thereof and as approved by City, Contractor may furnish receipts or releases in full; an affidavit of Contractor that the releases and receipts include all labor, services, material and equipment for which a lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which City or its property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to Final Payment. If any Subcontractor or supplier fails to furnish a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to City to indemnify City against any lien.

7.4 If, on the basis of Engineer's observation of the Work during construction and final inspection, he determines that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Final Payment certificates together with acceptance certificates will be submitted for payment.

8.0 Cash Basis and Budget Laws.

The right of the City to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the City shall at all times stay in conformity with such laws, and as a condition of this Agreement the City reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws, or if mill levy funds generated are less than anticipated.

9.0 Term of Agreement.

In the event that the Work rendered under this Agreement may extend beyond any one budget year, the continuation of this Agreement from year to year is contingent upon the approval of sufficient budgetary authority for the continuation of this Agreement by the governing body of the City in the establishment of its annual budget.

10.0 Warranty and Defective or Unacceptable Work.

Contractor warranties and guarantees to City that all Work will be in accordance with the Contract Documents and will not be Defective or otherwise unacceptable. All Work which does not conform to the requirements of the Contract Documents shall be considered unacceptable. Defective Work, whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause, found to exist within the two (2) year warranty period or such longer time as may be permitted by law, shall be removed immediately and replaced in an acceptable manner. This provision shall have full effect regardless of the fact that the Defective Work may have been done or the defective materials used with the full knowledge of City. No inspection by City of the Work nor Final Acceptance of the project by City shall relieve Contractor of its responsibility to perform pursuant to the Contract Documents and provide acceptable Work. If Contractor fails to remove Defective Work within seven (7) days after written notice, the rejected material or Work may be removed and corrected by City pursuant to the provisions of the Contract Documents permitting City to correct the Defective Work.

11.0 Suspension of Work.

City may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety (90) days by notice in writing to Contractor which shall fix the date on which Work shall be resumed. Contractor shall resume the Work on the date so fixed. Contractor will not be allowed an increase in the Contract Price or an extension of the Contract Time, if such suspension is made as a result of an act or omission of Contractor including but not limited to the occurrence of any one or more of the following events:

1. If Contractor fails to supply a qualified superintendent, sufficient skilled workmen, Subcontractors, or suitable materials or equipment;
2. If Contractor repeatedly fails to make prompt payments to Subcontractors or suppliers or for labor, materials, or equipment;
3. If Contractor disregards Laws and Regulations of any public body having jurisdiction; or
4. If Contractor otherwise violates in any substantial way any provisions of the Contract Documents, City shall have authority to suspend the Work wholly or in part, for such period of time as it may deem necessary, due to conditions unfavorable for the prosecution of the Work, or to conditions which in his opinion warrant such action, or for such time as is necessary by reason of failure on the part of Contractor to carry out orders given, or to perform any or all provisions of the Contract.

If it becomes necessary to suspend Work for an indefinite period of time, Contractor shall store all materials in such manner that they will not obstruct or impede the traveling public unnecessarily or become damaged in any way; take every precaution to prevent damage or deterioration of the Work performed; provide suitable drainage of the roadway and erect temporary structures and protective barriers where necessary. Contractor shall not suspend Work without written authority from City.

12.0 Termination.

12.1 Right of City to Terminate Contract.

- a. Without in any manner limiting the right of City to terminate the Contract or declare Contractor in default thereof for any reason set forth in this Agreement or the Contract Documents, if:

12.1.a.1 the Work to be done under this Agreement shall be abandoned by Contractor; or

12.1.a.2 this Contract shall be assigned by Contractor otherwise than as herein provided; or

12.1.a.3 Contractor should be adjudicated to be bankrupt; or

12.1.a.4 a general assignment of its assets should be made for the benefit of its creditors; or

12.1.a.5 a receiver should be appointed for Contractor or any of its property; or

12.1.a.6 at any time City believes that the performance of the Work under this Contract is being unnecessarily delayed, that Contractor is violating any of the conditions or covenants of this Agreement or the specifications therefore, that it is executing the same in bad faith or otherwise not in accordance with the terms of said Contract; or

12.1.a.7 all bid items of the Project are not completed within the Contract Time named for their completion or within the time to which such completion date may be extended;

then, in addition to other rights City may choose to exercise, City may, at its option, serve written notice upon Contractor and its surety of City's intention to terminate this Agreement, and, unless within five (5) days after

the serving of such notice upon Contractor, a satisfactory arrangement is made for the continuance thereof, this Contract shall cease and terminate.

- b. Whether or not a satisfactory arrangement has been proposed by the Contractor shall be in the sole discretion of the City. In the event of such termination, or in the event that Contractor fails to perform and abide by any obligation set forth herein in any respect, City shall immediately serve notice thereof upon the surety and Contractor, and the surety shall have the right to take over and complete the Work; provided, however, that if the surety does not commence performance thereof within fourteen (14) days from the date of said notice of termination, City may take over the Work and prosecute same to completion, by contract or otherwise, for the amount and at the expense of Contractor, and Contractor and its surety shall be liable to City for any and all excess cost sustained by City by reason of such prosecution and completion; and in such event City may take possession of, and utilize in completing the Work, all such materials, equipment, tools and plant as may be on the site of the Work and necessary therefore.
- c. When Contractor's services have been so terminated, such termination shall not affect any rights or remedies of City against Contractor then existing or which may later accrue. Similarly, any retention or payment of monies due Contractor shall not release Contractor from liability.
- d. City reserves the right, in its sole discretion and for its convenience and without cause or default on the part of Contractor, to terminate the Contract by providing written notice of such termination to Contractor specifying when such termination becomes effective. Upon receipt of such notice from City, Contractor shall: (1) immediately cease all Work; or (2) meet with City and, subject to City's approval, determine what Work shall be required of Contractor in order to bring the Project to a reasonable termination in accordance with the request of City. If City shall terminate for its convenience as herein provided, City shall: (1) compensate Contractor for all purchased materials and actual cost of Work completed to date of termination. Contractor agrees that it shall require all its Subcontractor agreements to contain a termination for convenience provision thereby releasing Contractor from its obligations to its subcontractors should City terminate this Agreement for convenience. The provision shall also contain a waiver of liability against City in the event of such termination.

12.2 Authority to Terminate. The City Council has the authority to terminate this Agreement on behalf of the City. In addition, the City Administrator or Public Works Department Director, in consultation with the City Attorney, shall have the authority to terminate this Agreement on behalf of the City.

12.3 Right of Contractor to Terminate Contract. If, through no act or fault of Contractor, the Work is suspended for a period of more than ninety (90) days by City or under an order of court or other public authority, or City fails to act on any payment request within sixty (60) days after it is submitted, then Contractor may, upon seven (7) days written notice to City, terminate this Agreement and recover from City payment for all work executed. In addition and in lieu of terminating this Agreement,

if City has failed to make any payment as aforesaid, Contractor may upon seven (7) days notice to City stop the Work until payment is made for all amounts then due. The provisions of this paragraph shall not relieve Contractor of his obligations to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with City.

13.0 Indemnification.

To the fullest extent permitted by law, with respect to the performance of its obligations in this Contract or implied by law, and whether performed by Contractor or any permitted subcontractors hired by Contractor, the Contractor agrees to indemnify and hold harmless City, and its agents, servants, and employees from and against any and all claims, damages, and losses arising out of personal injury, death, or property damage, caused by the negligent or intentional acts, errors, or omissions of the Contractor or its subcontractors. Contractor shall also pay for City's reasonable attorneys' fees, expert fees, and costs incurred in the defense of such a claim.

14.0 Bonds.

14.1 Contractor shall, after receiving Notice of Award and prior to commencing the Work, furnish to City a Statutory Payment Bond, Performance Bond and Maintenance Bond on forms approved by City and secured by a surety company acceptable to City. With each bond there shall be filed with City one copy of a "Power of Attorney" certified to include the date of the bonds.

14.2 Contractor shall notify and obtain the consent and approval of Contractor's surety for all Change Orders and written amendments, if such notice is required by Contractor's surety or by law. Contractor's execution of a Change Order or written amendments to this Agreement shall constitute Contractor's warranty to City that the surety has been notified and that the surety consents to such Change Order or written amendment; accordingly surety shall be conclusively deemed to have been notified of such Change Order or written amendment and to have expressly consented thereto.

14.3 If Contractor's surety or any Bond furnished by Contractor is declared bankrupt, or becomes insolvent, or its right to do business is terminated in the State of Kansas, or it ceases to meet the requirements herein, Contractor shall within five (5) days thereafter substitute an acceptable surety and appropriate Bond.

15.0 Insurance.

15.1 The Contractor shall procure and maintain, at its sole expense, throughout the duration of this Agreement, insurance of such types (on an occurrence basis unless otherwise agreed to) and in at least such amounts as required herein (and not less than as required in any bid documents or other contract documents), from an insurance company licensed to do business in the State of Kansas, the following insurance coverages as may be necessary to protect the Contractor and the City and agents of the City against all hazards or risks of loss as hereinafter specified:

- ☐ Workers' Compensation and Employer's Liability - Demonstrate compliance with K.S.A. 44-532(b) including maintenance of insurance

providing the statutory limits under the Kansas Workers Compensation Act; the Contractor shall also be protected against claims for injury, disease, or death of employees, which, for any reason, may not fall within the provisions of a worker's compensation law. This policy shall include an "all states" endorsement.

- ☐ Commercial General Liability for bodily injury and property damage liability claims arising from the injuries to members of the public or damage to property of others arising out of any act or omission of the Contractor or its agents, employees or Subcontractors with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The property damage liability coverage shall contain no exclusion relative to blasting, explosion, and collapse of building or damage to underground property and/or facilities.
- ☐ Commercial Automobile Liability for bodily injury and property damage with limits of not less than \$1,000,000 each accident for all owned, non-owned and hired automobiles.
- ☐ Additional Insurance - The Contractor shall be required to purchase an Owner's Protective Liability Insurance Policy, issued on an occurrence basis and covering bodily injury (and death) and property damage, naming the City as named insured. The liability limits shall be as stated in the Instructions to Bidders or in the Special Conditions. The original policy shall be placed on file with the City and maintained during the life of the Contract. Such policy shall contain no exclusion relative to any function performed by the City or its employees and agents in connection with the Work.
- ☐ Special Hazards - Additional insurance covering special hazards may be required on certain projects. Such additional insurance requirements shall be as specified in Instructions to Bidders or Special Conditions

15.2 Subcontractor's Insurance.

If a part of the Contract is to be sublet, Contractor shall either:

- 1) Cover all subcontractors in Contractor's general liability insurance policy;
- 2) Require each subcontractor not so covered to secure insurance in the minimum amounts required of Contractor which will protect subcontractor and the City against all applicable hazards or risks of loss as and in the minimum amounts designated for the Contractor.

15.3 The City shall be a named insured on such policies. Satisfactory certificates of insurance shall be filed with the City prior to starting any work on this Contract. The certificates shall state that thirty (30) days written notice will be given to the City before any policy coverage thereby is changed or canceled.

15.4 Industry Ratings - The City will only accept coverage from an insurance carrier who offers proof that it:

- 1) Is licensed to do business in the State of Kansas;
- 2) Carries a Best's policyholder rating of A or better;

AND

- 3) Carries at least a Class X financial rating.

OR

Is a company mutually agreed upon by the City and Contractor.

15.5 All property damaged shall be repaired or replaced to a condition immediately prior to the time of damage, and to the satisfaction of the City.

15.6 All loss or damage arising out of the nature of the work to be done, or from the action of the elements, or from floods or overflows, or from ground water, or from unusual obstructions or difficulties, or any other natural or existing circumstances either known or unforeseen, which may be encountered in the prosecution of the said work shall be sustained and borne by the Contractor at its own cost and expense.

16.0 Conflict of Interest.

Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its Work hereunder, including under 31 U.S.C.S. Section 1352. Contractor further covenants that in the performance of this Agreement no person having any such interests shall be employed.

17.0 Nondiscrimination.

Contractor must comply with the Kansas Act Against Discrimination and if applicable, execute a Certificate of Nondiscrimination and Affirmative Action as provided in K.S.A. §44-1030. The Contractor further agrees that the Contractor shall abide by the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 1201 et seq.) as well as all other federal, state and local laws, ordinances and regulations applicable to this project and to furnish any certification required by any federal, state or local governmental agency in connection therewith.

18.0 Facilities and Equipment.

Contractor shall furnish at its own cost and expense all labor, tools, equipment, materials, transportation, and any other accessories, services and facilities required to complete the Project as designated, described in accordance with this Agreement, including any attached exhibits and any addendums to this Agreement.

19.0 Accessibility.

Contractor will comply with the Rehabilitation Act of 1973, as amended, Section 504, which prohibits discrimination against handicapped persons in employment services, participation and access to all programs receiving federal financial assistance. Contractor

shall also comply with applicable requirements with the Americans with Disabilities Act (ADA), as amended, which is a federal anti-discrimination statute designed to remove barriers which prevent qualified individuals with disabilities from enjoying equal treatment by state and local governments and their agencies in employment practices and accessibility in public services and programs.

20.0 Records, Ownership and Inspection.

20.1 Ownership of Documents.

All documents prepared by Contractor in the performance of this Agreement, although instruments of professional service, are and shall be the property of City, whether the project for which they are made is executed or not.

20.2 Open Records.

In recognition of the City's obligations under the Kansas Open Records Act ("KORA"), Contractor acknowledges that this Agreement along with any reports and/or records provided pursuant to this Agreement are public documents and are subject to disclosure under KORA.

20.3 Maintenance of Records.

Except as otherwise authorized by the City, Contractor shall retain such documentation for a period of five (5) years after receipt of final expenditure report under this contract, unless action, including but not limited to litigation or audit resolution proceedings, necessitate maintenance of records beyond this five (5) year period.

21.0 Patent Fees and Royalties.

Contractor agrees to defend any claim, action or suit that may be brought against City, its governing body, officers, agents or employees for infringement of any Letters Patent of the United States arising out of the performance of this Contract or out of the use or disposal by or for the account of City of supplies furnished or Work performed hereunder, and Contractor further agrees to indemnify and hold harmless City, its governing body, officers, agents, and employees against all judgments, decrees, damages, costs and expenses recovered against it or them or sustained by it or them on account of any such actual or alleged infringement. It is understood that all royalties and fees for and in connection with patents, or patent infringement, claims for materials, articles, apparatus, devices or equipment used in or furnished for the Work shall be included in the Contract Price. Final Payment to Contractor by City shall not be made while any suit or claim involving infringement or alleged infringement of any patent remains unsettled.

22.0 Independent Contractor.

It is the express intent of the parties that this Contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the City and employees of the City shall not be deemed to be employees of the Contractor. The Contractor and the City shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the City's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or

injury leave. Contractor shall also be responsible for maintaining worker's compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employee's compensation.

23.0 Compliance with Laws.

23.1 The Contractor shall observe and comply with all applicable federal, state, and local laws, regulations, standards, ordinances or codes and shall be in compliance with all applicable licensure and permitting requirements at all times.

23.2 Pursuant to K.S.A. 16-113, if the Contractor does not have a resident agent in the State of Kansas, it shall execute and file "Certificate of Appointment of Process of Agent" with the Clerk of the District Court of Johnson County, Kansas. These forms may be obtained at the Office of the Clerk of the District Court. Contractor shall be responsible for the filing fee. This certificate is pursuant to the General Statutes of Kansas, and shall be filed prior to the formal execution of the Contract Documents. Failure to comply with these requirements shall disqualify the Contractor for the awarding of the Contract.

24.0 Assignment.

Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented. In case such consent is given, Contractor shall be permitted to subcontract a portion thereof, but shall perform with its own organization, Work amounting to not less than fifty percent (50%) of the total Contract Price. The subcontracting, assignment, delegation or transfer of the Work shall in no way relieve the Contractor of its liability under this Agreement and the bonds applicable hereto.

25.0 Confidentiality.

All reports and documents prepared by Contractor in connection with the performance of this Agreement are confidential until released by City to the public. Contractor shall not make any such documents or information available to any individual or organization not employed by Contractor or City without the written consent of City before any such release.

26.0 Notices.

All notices hereunder shall be given in writing and sent as follows:

To City:

Jeff LeMire, Senior Staff Engineer
jlemire@gardnerkansas.gov
1150 E. Santa Fe St., Gardner, KS 66030
(913) 856-0980

To Contractor:

27.0 Amendments.

27.1 This document represents the entire and integrated agreement between City and Contractor and supersedes all prior negotiations, representations, and agreements, either written or oral.

27.2 The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized by:

- a. Field Order;
- b. Engineer's review and approval of a Show Drawing or Sample;
- c. Engineer's written interpretation or clarification.

28.0 Waiver of Claims.

Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither payment of any progress or final payment by City, nor the issuance of a certificate of Substantial Completion, nor any use or occupancy of the Work or any part thereof by City, nor any act of acceptance by City nor any failure to do so, nor any correction of Defective Work by City shall constitute an acceptance of Work not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents. The making and acceptance of final payment shall constitute a waiver of all claims by Contractor against City other than those claims previously made in writing against City by Contractor, pending at the time of final payment and identified in writing by Contractor as unsettled as of the time of request for final payment.

29.0 Remedies are not Exclusive.

The duties and obligations imposed by this Agreement and the rights and remedies available hereunder to the parties hereto, including, but not limited to, the warranties, guarantees and obligations imposed upon Contractor and all of the rights and remedies available to City there under, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph shall be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents shall survive Final Payment and termination or completion of this Agreement.

30.0 No Third Party Beneficiaries.

City and Contractor specifically agree that this Agreement is not intended to create any third party beneficiary relationship nor to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement; the duties, obligations and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.

31.0 Force Majeure.

City shall not be responsible for any delay or failure of performance resulting from fire, flood, other acts of God, vandalism, strike, labor dispute of a third party, domestic or international unrest, delay in receipt of supplies, energy shortage or failure, or any other cause beyond its reasonable control.

32.0 Titles.

The titles in this Agreement and the Contract Documents are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

33.0 Negotiations.

City and Contractor agree that disputes relative to the project should first be addressed by negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, that notwithstanding any such dispute Contractor shall proceed with the work as per this Agreement as if no dispute existed; and provided further that no dispute will be submitted to arbitration without both parties' express written consent.

34.0 Costs and Attorneys Fees.

If on account of a continued default or breach by either party of such party's obligations under the terms of this agreement after any notice and opportunity to cure as may be required hereunder, it shall be necessary for the other party to employ one or more attorneys to enforce or defend any of such other party's rights or remedies hereunder, then, in such event, any reasonable amounts incurred by such other party, including but not limited to attorneys' fees, experts' fees and all costs, shall be paid by the breaching or defaulting party.

35.0 Severability.

If any term or portion of this Agreement or the Contract Documents is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement and the contract Documents shall continue in full force and effect.

36.0 Authority to Enter into Agreement.

Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement and the Contract Documents. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

37.0 Incorporation of Appendices.

Exhibit A - City PROJECT #ED2001, Addendum No. _ to PROJECT #ED2001; Exhibit B - Contractor's Response to PROJECT #ED2001; Exhibit C - General Conditions; and Exhibit D - Special Conditions are attached hereto and made a part hereof as if fully set out herein.

38.0 Entire Agreement.

This Agreement and the Contract Documents represent the entire agreement between the Parties hereto and any provision not contained herein shall not be binding upon either party, nor have any force or effect.

39.0 Governing Law and Venue.

This Agreement and the Contract Documents shall be governed by the laws of the State of Kansas and, in the event of litigation, the sole and exclusive venue shall be within the District Court of Johnson County, Kansas.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this ____ day of _____, 20__.

CITY OF GARDNER, KANSAS

CONTRACTOR

(Mayor/City Administrator)

Cheryl G. Galtner
Cheryl G. Galtner

(Name, Title)

ATTEST:

City Clerk

APPROVED AS TO FORM:

Ryan Denk, City Attorney

EXHIBIT A - PROJECT #ED2001

EXHIBIT B - CONTRACTOR'S RESPONSE TO BID #ED2001

COUNCIL ACTION FORM

CONSENT AGENDA ITEM NO. 5

MEETING DATE: MARCH 7, 2022

STAFF CONTACT: MATTHEW WOLFF, FINANCE DIRECTOR

Agenda Item: Consider authorizing an agreement with the Gardner Chamber of Commerce

Strategic Priority: Promote Economic Development

Department: Finance

Staff Recommendation:

Staff recommends authorizing an agreement with the Gardner Chamber of Commerce and the distribution of funds.

Background/Description of Item:

On February 1, 2021, the City Council authorized the execution of an agreement with the Gardner Chamber of Commerce. The one-year agreement provided funding of \$40,000 to the Chamber for business services for 2021. All funding came from transient guest tax revenue in the Economic Development Fund.

The proposed agreement for 2022 keeps the funding amount the same as the prior year at \$40,000. The Chamber's budget request was included in the approved 2022 Budget.

Financial Impact:

The City shall pay the Chamber the sum of \$40,000 for business services in 2022, payable at the rate of \$20,000 by March 31, 2022 and \$20,000 by September 30, 2022. All funding will come from transient guest tax revenue in the Economic Development Fund.

Attachments included:

- Gardner Chamber of Commerce Agreement
- Gardner Chamber of Commerce 2022 Work Plan

Suggested Motion:

Authorize the City Administrator to execute an agreement with the Gardner Chamber of Commerce for business services for one year, ending December 31, 2022, in the amount of \$40,000.

Agreement

Purpose: This Agreement is created between the Gardner Chamber of Commerce and the City of Gardner for the purpose of outlining the functions and activities that the Gardner Chamber of Commerce will perform in support of the City of Gardner. These functions and activities performed will be financially supported through allocation of the Transient Guest Tax fee in the Economic Development Fund.

Funding: The Gardner Chamber of Commerce will receive a total of \$40,000 for performing the functions and activities outlined in Schedule A broken down as follows:

1. **Business Services** - \$40,000 payable at the rate of \$20,000 by March 31, 2022 and \$20,000 by September 30, 2022. The Chamber shall prepare an invoice for each semi-annual payment and submit the invoice to the City 15 days or more prior to the scheduled payment. The City shall process the invoice such that payment is received by the Chamber no later than the due date.

Functions: The Gardner Chamber of Commerce has been a strong partner with the City of Gardner since it was first established over 40 years ago. The Chamber works with existing businesses to enhance and encourage a strong business environment in the Gardner community and visits with potential new businesses to discuss opportunities in the city. It's important to note that while the Chamber is supported by membership dues of many businesses, it works with AND represents all businesses on a variety of projects and initiatives. The Chamber's recently adopted purpose statement (aka the Chamber's "Why") illustrates our commitment to the entire business community:

Purpose: Championing business growth and community collaborations

Beyond the business community, the Chamber also serves as a valuable resource of information for local residents and guests in our community and works to provide a positive first impression for all. Bridging the gap between businesses and individuals is an important function of the Chamber. The following, non-exhaustive list, outlines the general activities of the Chamber as it relates to the City of Gardner. *(The attached Schedule A/Work Plan – outlines more specifically some of the activities, reporting, etc.)*

- The Chamber will promote and enhance a high quality of life in Gardner and creating value for our residents through a strong business community.
- The Chamber will partner with the City of Gardner to continually enhance all branding and marketing efforts aimed at recruiting new businesses and residents to this community.
- The Chamber will partner with the City of Gardner to ensure signature events and all major public activities are directed towards positively promoting the City of Gardner, attracting visitors, encouraging growth and appreciating our current residents for choosing to live in this community.
- The Chamber will provide time, talent and resources to compliment city initiatives including, but not limited to: Comprehensive planning, Land Development Code Rewrite, downtown planning, legislative advocacy support, etc.
- The Chamber will work collaboratively with the City of Gardner Business & Economic Development Department on projects of importance to creating and sustaining a healthy business community.
- The Chamber will serve as a main contact point in delivering information, answering questions, and assisting the City with frequent inquiries they are not able to answer.

Oversight: Although the daily function of the Chamber is extremely fluid and changes on a frequent basis, the Chamber is committed to keeping the City of Gardner involved and informed of its activities. The Chamber reserves at least one designated ex-officio seat on its Board of Directors. The Board meets regularly and provides an opportunity to discuss all of its activities, community involvement and service to businesses in Gardner. Additionally, the President of the Chamber will provide semi-annual reports in person or in writing (or more often as requested by the City of Gardner).

Gardner Chamber of Commerce

City Administrator

Schedule A

2022 Gardner Chamber of Commerce/City of Gardner Work Plan

Per the agreement with the City of Gardner, approved by City Council on _____, and as agreed upon with the Economic Development Council, the Chamber will perform the following actions in 2022. Activities will be reviewed in the fall of 2022 to determine appropriate changes for a 2023 Work Plan.

Growth & Exposure -

- I. **Website** – the Chamber will provide a direct link to the City of Gardner’s homepage from the homepage of the chamber of commerce website.
- II. **Ribbon Cuttings/Grand Openings** – the Chamber will work directly with the Communications Manager for the City of Gardner to determine which ribbon cuttings/grand openings will be facilitated by the City and which will be facilitate by the Chamber. The Chamber will provide assistance/coordination to all businesses as needed. (Ongoing)
- III. **New Resident Bags/Rental Listings** – the Chamber will update and provide as needed for all new residents, to be distributed at Gardner City Hall. The Chamber will contact Gardner city staff at least monthly to confirm needs. (Ongoing)
- IV. **Marketing Support** – the Chamber will provide support via email/social media for appropriate community events/initiatives/news/job postings. The Chamber will work directly with the Communications Manager for the City of Gardner to determine which city-sponsored events require this email/social media support. (Ongoing)
- V. **Business Directory** – the Chamber will provide a database list of all known businesses located in Gardner to the City upon request. (Ongoing)
- VI. **Gardner Edgerton Community Magazine** – the Chamber will continue to produce a community magazine and distribute to all allowable addresses in Gardner and provide copies for the City to use as necessary. In conjunction with the Communications Manager for the City of Gardner, the Chamber will solicit story ideas and include those for consideration with its publishing partner. The Chamber will include a complementary full-page ad for the City of Gardner. (3rd quarter)
- VII. **Gardner Edgerton Community Map** – the chamber, in cooperation with a publishing partner, will produce a regional community map and provide copies to the city as needed.

- VIII. BRE Program** – the chamber will complete at least 6 BRE visits with retail and/or small businesses and will assist SW JoCo EDC with larger companies as needed. (ongoing)
- IX. Networking Events** – the Chamber will make available the opportunity for the general business community (members and nonmembers) to attend some business assistance events, providing resources to all businesses with needs. Examples include customer service, SCORE, SBDC, Google, etc. (Ongoing)
- X. Community Profile** – the Chamber will work with SW JoCo EDC, the Business & Economic Development Department, and the Communications Manager to collect & distribute community profile information (demographic, etc.) to market the City of Gardner (print and/or online).

Collaboration -

- I. Mid-Year Chamber Luncheon/Breakfast** – the Chamber will coordinate a SW Johnson County Elected Official Event in 2022, inviting city, regional and state elected officials along with top staff person from each entity.
- II. City Staff/Council** – the Chamber will meet at least quarterly with city staff. The Chamber President/CEO and Board Chair will meet annually with the Mayor and City Administrator in the fall to determine progress toward existing and future goals. Chamber staff will attend council meetings semi-annually to provide general updates and associated metrics where applicable.
- 2nd quarter – general update
 - 4th quarter – work plan
- III. Business/Community Leadership Program** – the Chamber will explore the viability of beginning a leadership program in 2022 and if feasible, create a plan to move forward.

COUNCIL ACTION FORM

CONSENT AGENDA ITEM NO. 6

MEETING DATE: MARCH 7, 2022

STAFF CONTACT: TODD WINTERS, MAYOR

Agenda Item: Consider appointments to the Utility Advisory Commission

Strategic Priority: Quality of Life
Infrastructure and Asset Management

Department: Administration

Staff Recommendation:

Consider appointing Nathaniel Plahn and Mark Grant to the Utility Advisory Commission.

Background/Description of Item:

There are currently two openings on the Utility Advisory Commission. The interview committee recommends appointing Nathaniel Plahn and Mark Grant to fill the vacancies. Mr. Grant will fill the remainder of a term expiring January 2023. Mr. Plahn will serve a term expiring February 2025.

Suggested Motion:

Appoint Mark Grant to serve on the Utility Advisory Commission with a term expiring January 2023 and appoint Nathaniel Plahn to serve on the Utility Advisory Commission with a term expiring February 2025

COUNCIL ACTION FORM

CONSENT AGENDA ITEM NO. 7

MEETING DATE: MARCH 7, 2022

STAFF CONTACT: TODD WINTERS, MAYOR

Agenda Item: Consider reappointments to the Economic Development Advisory Committee

Strategic Priority: Quality of Life
Infrastructure and Asset Management

Department: Administration

Staff Recommendation:

Consider reappointing Harrison Hall and Stefanie Shaver to the Economic Development Advisory Committee with terms expiring November 2024.

Background/Description of Item:

Harrison Hall and Stefanie Shaver are currently serving as members of the Economic Development Advisory Committee and have filed for reappointment. Ms. Shaver is interested in serving an additional term. Mr. Hall served less than one year, fulfilling the remainder of a term vacated early. Mayor Winters and the interview committee recommend they be reappointed with a term expiring November 2024.

Suggested Motion:

Reappoint Harrison Hall and Stefanie Shaver to serve on the Economic Development Advisory Committee with a term expiring November 2024

COUNCIL ACTION FORM

CONSENT AGENDA ITEM NO. 8

MEETING DATE: MARCH 7, 2022

STAFF CONTACT: TODD WINTERS, MAYOR

Agenda Item: Consider an appointment to the Planning Commission

Strategic Priority: Quality of Life
Infrastructure and Asset Management

Department: Administration

Staff Recommendation:

Consider appointing Cleverson Souza to the Planning Commission.

Background/Description of Item:

There is currently one (1) opening on the Planning Commission. The interview committee met with two (2) applicants and recommends appointing Cleverson Souza to serve on the Planning Commission to fulfill a term expiring in March of 2024.

Suggested Motion:

Appoint Cleverson Souza to serve on the Planning Commission with a term expiring March, 2024

COUNCIL ACTION FORM

CONSENT AGENDA ITEM No. 9

MEETING DATE: MARCH 7, 2022

STAFF CONTACT: TODD WINTERS, MAYOR

Agenda Item: Consider authorizing the appointment of a Lead City Prosecutor

Strategic Priority: Infrastructure and Asset Management

Department: Mayor and Council

Staff Recommendation:

Appoint Brett Richman effective March 7, 2022 to the position of Lead City Prosecutor.

Background/Description of Item:

City Prosecutor, Ashley Repp rendered their resignation effective December 15, 2021.

According to Municipal Code Chapter 2, Article 50, Section 060:

The Prosecuting Attorney shall be appointed by the Mayor with the consent of the Council, and shall prosecute all contested cases in Municipal Court and shall appear to prosecute such other cases as the judge of the Municipal Court shall deem necessary.

The recommended candidate was selected following a formal recruitment process conducted by Mayor Todd Winters, Deputy City Administrator, Amy Nasta, and Business Services Manager, Amy Foster. The candidate is available and agreeable to this appointment, if Council consents.

With Council's consent, the appointment is effective March 7, 2022 so that this Prosecutor can participate in Gardner Municipal Court in March.

Suggested Motion:

Appoint Lead City Prosecutor, Brett Richman, effective March 7, 2022.

COUNCIL ACTION FORM

CONSENT AGENDA ITEM NO. 10

MEETING DATE: MARCH 7, 2022

STAFF CONTACT: TODD WINTERS, MAYOR

Agenda Item: Consider authorizing the appointment of a City Prosecutor

Strategic Priority: Infrastructure and Asset Management

Department: Mayor and Council

Staff Recommendation:

Appoint Nora Cooper effective March 7, 2022 to the position of City Prosecutor.

Background/Description of Item:

City Prosecutor, Adam Chingren rendered their resignation effective December 15, 2021.

According to Municipal Code Chapter 2, Article 50, Section 060:

The Prosecuting Attorney shall be appointed by the Mayor with the consent of the Council, and shall prosecute all contested cases in Municipal Court and shall appear to prosecute such other cases as the judge of the Municipal Court shall deem necessary.

The recommended candidate was selected following a formal recruitment process conducted by Mayor Todd Winters, Deputy City Administrator, Amy Nasta, and Business Services Manager, Amy Foster. The candidate is available and agreeable to this appointment, if Council consents.

With Council's consent, the appointment is effective March 7, 2022 so that this Prosecutor can participate in Gardner Municipal Court in March.

Suggested Motion:

Appoint City Prosecutor, Nora Cooper, effective March 7, 2022.

COUNCIL ACTION FORM

CONSENT AGENDA ITEM NO. 11

MEETING DATE: MARCH 7, 2022

STAFF CONTACT: RYAN DENK, CITY ATTORNEY

Agenda Item: Consider authorizing the execution of agreements between WaterOne and the City of Gardner to create two special benefit districts (Grata)

Strategic Priority: Infrastructure and Asset Management, Fiscal Stewardship

Department: Administration

Staff Recommendation:

Staff recommends authorizing the execution of agreements between WaterOne and the City of Gardner to create two special benefit districts (Grata)

Background/Description of Item:

Pursuant to the Development Agreement between the City and Grata, the City agreed to deliver water to the Grata site at a connection point on the east side of the development along Clare Road. The Grata project is within the Water District No. 1 service territory. A water main extension was necessary from WaterOne's current main on Monticello to the designated connection point for the Grata development. The City contracted with WaterOne for the extension of the main at the City's expense. Construction of the water main has since been completed.

The City has worked with WaterOne to establish two special benefit districts which would allow the City to recoup most of the costs of the water main extensions. These special benefit area agreements recognize the benefits of extension of the water main to properties adjacent to the main who were previously unserved or underserved by water services in the area. Pursuant to the agreements, property owners adjacent to the main are assessed their proportionate share of the costs of the main at such time that they connect to the main. The special benefit districts remain in place for 20 years.

Financial Impact:

Assuming that all adjacent property owners connect to the main in this time period, the City would recover the entirety of the cost of the 8,360 linear feet of the main extension from Monticello to Clare of \$1,073,967.61. Provided that all property owners adjacent to the Clare Rd. main to the connection point connect to the main, the City stands to collect half of the cost of the installation of this 2,680 linear feet extension of this main of \$160,818.30 from the adjacent properties East of Clare Road. The City will bear the cost of the other half of this extension pursuant to its contractual obligations to Grata in the amount of \$80,409.15.

Attachments included:

- a. Grata SBD Agreement
- b. MX-16022BA Appendices
- c. Grata SBD Agreement – Clare Extension
- d. MX-21015BA Appendices

Suggested Motion:

Authorize the Mayor to execute agreements between WaterOne and the City of Gardner to create two special benefit districts (Grata)

WaterOne
10747 Renner Blvd
Lenexa, KS 66219

WATER MAIN EXTENSION AGREEMENT
CREATING A BENEFIT AREA
MX-16022BA

This **WATER MAIN EXTENSION AGREEMENT CREATING A BENEFIT AREA**, hereinafter "**Agreement**", made and entered into by and between **City of Gardner, Kansas, a municipal corporation of the State of Kansas**, hereinafter referred to as **Petitioner**, and **Water District No. 1 of Johnson County, Kansas** in the State of Kansas, hereinafter referred to as **WaterOne**, shall govern the conditions of a water main extension and creation of a benefit area in consideration for payment of final costs of said water main extension to provide domestic water service and fire protection to serve property described and identified in the attached **Appendix B**.

CREATION OF A BENEFIT AREA:

1. **WaterOne** does not have a water distribution main sufficiently extended and available at this time to serve said property.
2. **Petitioner** is required to extend a water main along property not owned by **Petitioner** and these Owner(s) will benefit by this main extension. It is agreed and understood that this instrument refers only to the availability of water to the Benefit Area, and that as an additional condition to the actual furnishing of water service to any tract within the Benefit Area, there may be additional, separate, and independent Main Extension Petition and Agreement(s) required to be entered in to with **WaterOne** for each tract to be served, and such **Agreements** shall be entirely separate from this Main Extension Petition and Agreement Creating a Benefit Area.
3. **WaterOne** has determined the boundaries of an area that may be benefited by such water main extension and does by this instrument create a "Benefit Area."
4. The Owner(s) of the area to be potentially benefited will not be required to initially contribute to the cost of the water main extension.
5. **WaterOne** will require the owners of tracts within the Benefit Area other than that now owned by the **Petitioner**, or their successor, hereinafter called "Other Participating Parties", to pay to **WaterOne** a Benefit Area footage charge for each foot, or fraction of a linear foot, of the

tract to be served by a new or increased service connection, a new or increased water meter, fire hydrant, or a distribution water main extension located within the Benefit Area. The Benefit Area footage charge is estimated to be **\$69.95 per foot** based upon the estimated cost as described in the Water Main Extension Section, **Paragraph 1** below. The actual Benefit Area footage charge shall be adjusted up or down in the same proportion that the actual cost varies from the estimated cost, as described in the Main Extension Section, **Paragraph 4** below.

Service connections to **WaterOne's** water distribution system existing on the date of this **Agreement** will not be subject to the terms of this **Agreement** if they are subsequently connected to the water main extension unless the connection(s) or meter(s) is/are enlarged at the request of the property owners. If a larger meter or connection is installed at the request of the customer prior to **Friday, January 24, 2042**, the appropriate Benefit Area Footage charge as determined by **WaterOne** shall be collected by **WaterOne** and then paid to the **Petitioner**.

WaterOne will pay the collected Benefit Area footage charges within 90 days to the **Petitioner**.

6. A map of the Benefit Area is attached hereto as **Appendix A**. A legal description of each tract within the Benefit Area, or a legal description of the perimeter of the Benefit Area, along with the present property owner of each tract, is attached in **Appendix B**. Each property owner or their successors known to **WaterOne** prior to the time this **Agreement** is executed shall be furnished an unexecuted copy of this **Agreement** to inform them of the Benefit Area that will require their proportionate contribution at the time of any development requiring water service on their respective tract.
7. On **Friday, January 24, 2042**, **WaterOne** shall terminate collection of Benefit Area footage charges and pay to the Petitioner any Benefit Area Footage charges collected prior to **Friday, January 24, 2042 AM** that have not previously been paid to the **Petitioner**. **WaterOne** shall then be fully and finally discharged of all further obligations under this **Agreement**. No consideration or credit shall be given for interest on amounts paid by the **Petitioner** or the Other Participating Parties under this **Agreement**.

All notices and cost reimbursement shall be sent to the **Petitioner** at the address listed in this **Agreement**. The **Petitioner** shall be responsible for notifying **WaterOne** of any change in address within 30 days.

WATER MAIN EXTENSION:

1. **WaterOne** has estimated that it will be necessary to install an extension of **8,360** linear feet of water main at a total estimated cost, including overheads, of **\$1,073,967.61** for the water main extension in the Benefit Area
2. The **Petitioner** has simultaneously, with the execution and delivery of the **Agreement**, paid to **WaterOne** a deposit, in cash or its equivalent, the amount of the estimated cost, which **WaterOne** will retain without interest, but subject to **Paragraph 4** in the event of overestimation as hereinafter provided.
3. After **WaterOne's** site readiness requirements have been met, **WaterOne** shall proceed with due diligence to install the water main extension described as follows:

Install approximately 8,360 linear feet of 16-inch water main

4. After completion of the work, **WaterOne** will determine the actual cost of the water main extension including overheads. If the actual cost is less than the estimated cost, **WaterOne** will refund the difference to the **Petitioner**. If the actual cost is greater than the estimated cost, the **Petitioner** shall pay the difference to **WaterOne**.
5. **WaterOne** shall retain full ownership of the water main extension, fire hydrants, and other appurtenances, free of any liens and encumbrances, and it shall have the right to repair or replace said extension at any time without consideration of the **Petitioner** or any water consuming customer or customers; also, **WaterOne** shall have the right to extend any water main installed pursuant to this **Agreement** in or to other lands, streets or avenues, and the **Petitioner** or any customer shall not, by reason thereof, be entitled to any reimbursement or payment except as noted in the Creation of a Benefit Area Section, **Paragraph 5** above.
6. All decisions regarding the manner of installation of said mains, the type of materials to be used therein and the maintenance thereof shall be and shall so remain at the exclusive discretion and under the sole control of **WaterOne**.
7. This **Agreement** does not include any costs for fire or domestic service connections. Application and payment to **WaterOne** for any required fire or domestic water service connections shall be entirely separate from this **Agreement**.
8. The **Agreement** shall be subject to the Rules and Regulations of **WaterOne** in effect at the date of this instrument as they are recorded in WaterOne's Administrative Office and as may be amended in the future, and which are made a part hereof by reference.
9. The **Agreement** must be executed on or before **Tuesday, April 26, 2022** to keep the estimated costs as current as practical. After that date, if **WaterOne** determines the actual cost to perform the work may exceed the original estimated cost set forth herein, **WaterOne** reserves the right to require this **Agreement** be amended or a new **Agreement** be executed.
10. If the **Petitioner** delays **WaterOne** from completing construction within six months from the date of acceptance of this **Agreement**, then **WaterOne** may either rescind or terminate this **Agreement** and refund any unexpended deposit or drawn funds or require an amendment to increase the estimate and deposit to offset cost increases in water main construction costs.
11. The **Petitioner** shall provide surveying services as required by **WaterOne** for the water main extension. **Petitioner's** surveyor shall bill the **Petitioner** directly for all surveying services rendered in relation to this **Agreement**, and **Petitioner** agrees to be responsible for all engineering and surveying expenses incurred. The surveyor shall immediately notify **WaterOne** of any water mains or appurtenances that were not installed as staked.
12. **Petitioner** agrees that **WaterOne** shall be the sole and exclusive judge as to the necessity for realignment or change in grade of the water main extension and appurtenances after completion of **Petitioner's** project, and **Petitioner** accepts responsibility for errors in **WaterOne's** system design that are caused by errors, omissions or changes in the site development plans or any other information submitted by the **Petitioner** to **WaterOne**, upon which **WaterOne's** system design is based. **Petitioner** shall be responsible for misinterpretation by **WaterOne** of survey stakes, pins, or other means of layout unless the misinterpretation is due to gross negligence by **WaterOne**.
13. If the Main Extension will be installed in a Present Grant of a Permanent Easement Later to Be Defined, the **Petitioner's** surveyor shall provide the legal description of **WaterOne's** easement within 30 days of the completion of the water main extension.

Petitioner shall provide name of the surveying company and contact information on the lines below.

Name of Surveying Company

Surveyor Contact Name

Surveyor Phone Number

Surveyor E-mail

The **Petitioner** and **WaterOne** have executed this Main Extension and Agreement Creating a Benefit Area as of the date of acceptance by **WaterOne**.

**CITY OF GARDNER, KANSAS
A MUNICIPAL CORPORATION OF THE STATE OF
KANSAS**

By:

Todd Winters, Mayor

**Gonzalo Garcia
1150 E. Santa Fe St.
Gardner, KS 66030**

State of _____)
County of _____) ss:

Be it remembered, that on this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the County and State came **Steve Shute, Mayor of City of Gardner, Kansas**, who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said **a municipal corporation of the State of Kansas**, and such persons duly acknowledged the execution of the same to be the act and deed of said **a municipal corporation of the State of Kansas**.

In Witness Whereof, I have hereunto set my hand and affixed my official seal, on the day and year last above written.

Notary Public signature

My appointment expires:

Approved as to Form:

By: _____
WaterOne Counsel

Accepted this _____ day of _____, 20____

Water District No. 1 of Johnson County (Kansas)

By: _____
Michael J. Armstrong
General Manager

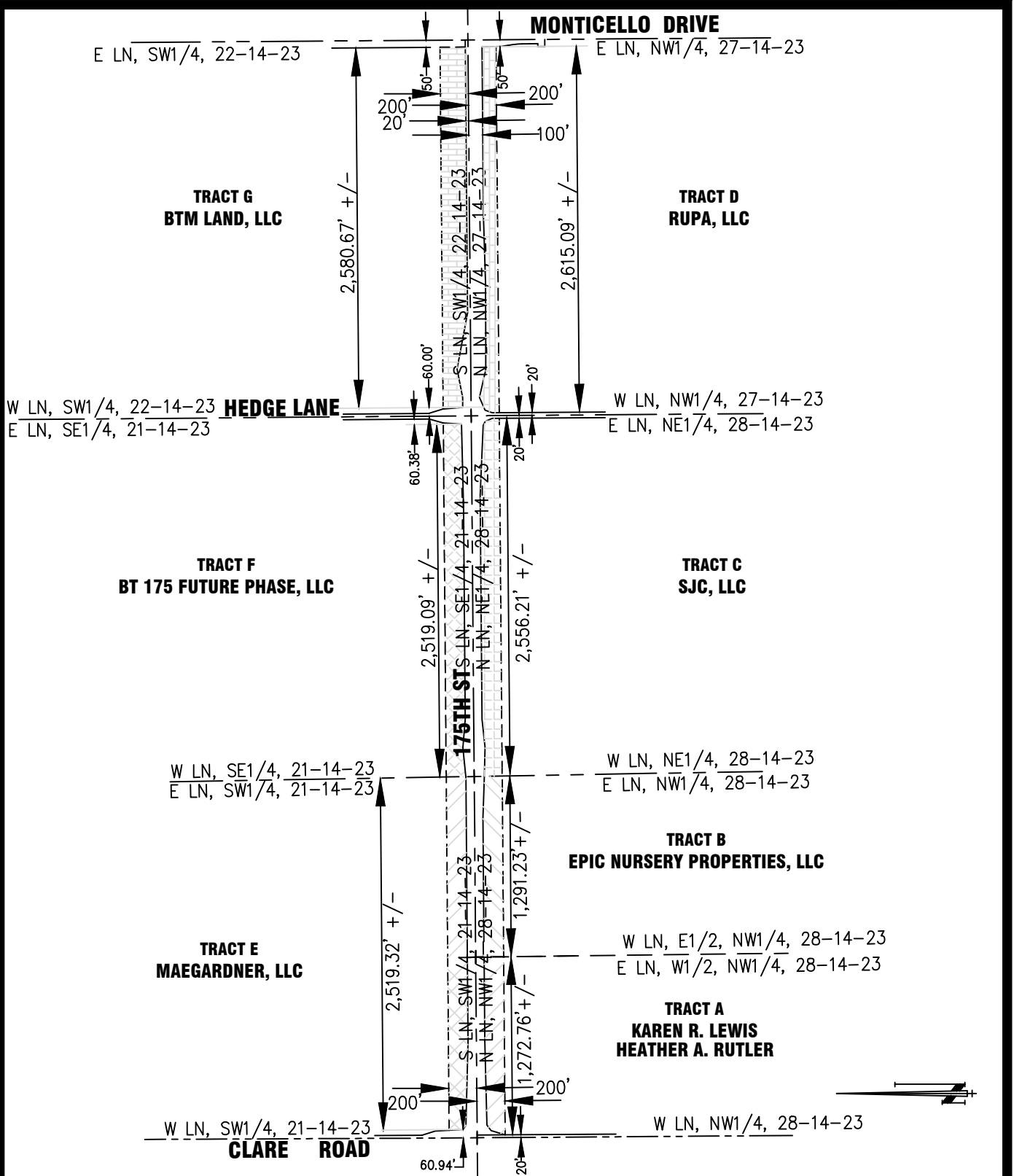
State of Kansas)
) ss.
County of Johnson)

Be it remembered, that on this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **Michael J. Armstrong, General Manager of Water District No. 1 of Johnson County**, a quasi-municipal corporation of the State of Kansas, who is personally known to me to be such Officer of said District and the same person who executed the foregoing instrument as such officer on behalf of said District, and the said Michael J. Armstrong, as such Officer, duly acknowledged the execution of the same to be the act and deed of the said Water District No. 1 of Johnson County.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Notary Public Signature

My appointment expires:



WaterOne

Water District No. 1 of Johnson County

APPENDIX "A"

**GARDNER WATER MAIN BENEFIT AREA
175TH ST., CLARE RD. TO MONTICELLO DR.**

DRAWN BY:

BTM

DATE:

2/23/21

SCALE:

1" = 1000'

JOB NO.

MX-16022BA

MX-16022 BENEFIT AREA
Appendix B

TRACT A

Karen R. Lewis and Heather A. Rutler

5 Tara Drive

St. Joseph, MO 64057

South side of 175th Street, Clare Road to approx. 1/4 mile to the East

All of the North 200.00 feet of the West 1/2 of the Northwest 1/4 of Section 28, Township 14 South, Range 23 East in Spring Hill Township, Johnson County, Kansas, EXCEPT that part thereof dedicated for Clare Road and 175th Street.

Benefit Area footage: 1,272.76 linear feet, more or less.

TRACT B

Epic Nursery Properties, LLC

23933 W. 175TH Street

Gardner, KS 66030

South side of 175th Street from 1/4-mile East of Clare Rd. to 1/2 mile East of Clare Rd.

All of the North 200.00 feet of the East 1/2 of the Northwest 1/4 of Section 28, Township 14 South, Range 23 East in Spring Hill Township, Johnson County, Kansas, EXCEPT that part thereof dedicated for 175th Street.

Benefit Area footage: 1291.23 linear feet, more or less.

TRACT C

SJC, LLC

5946 County Line Road

Kansas City, KS 66061

South side of 175th Street from Hedge Lane to approx. 1/2 mile to the West

All of the North 200.00 feet of the Northeast 1/4 of Section 28, Township 14 South, Range 23 East in Spring Hill Township, Johnson County, Kansas, EXCEPT that part thereof dedicated for 175th Street and Hedge Lane Road.

Benefit Area footage: 2556.21 linear feet, more or less.

TRACT D

RUPA, LLC

11618 Pennsylvania Avenue
Kansas City, MO 64114

South side of 175th Street from Hedge Lane East to Monticello Drive

All of the North 200.00 feet of the Northwest 1/4 of Section 27, Township 14 South, Range 23 East in Spring Hill Township, Johnson County, Kansas, EXCEPT that part thereof dedicated for 175th Street, Hedge Lane Road and Monticello Drive.

Benefit Area footage: 2615.09 linear feet, more or less.

TRACT E

MAEGARDNER, LLC

280 East 96th Street, Apt. 210
Indianapolis, IN 46240

North side of 175th Street from Clare Road to approx. 1/2 mile to the East

All of the South 200.00 feet of the Southwest 1/4 of Section 21, Township 14 South, Range 23 East in Spring Hill Township, Johnson County, Kansas, EXCEPT that part thereof dedicated for 175th Street and Clare Road.

Benefit Area footage: 2519.32 linear feet, more or less.

TRACT F

BT 175 FUTURE PHASE, LLC

1776 Peachtree St. Northwest, Suite 100
Atlanta, GA 30309

North side of 175th Street from Hedge Lane to approx. 1/2 mile to the West

All of the South 200.00 feet of the Southeast 1/4 of Section 21, Township 14 South, Range 23 East in Spring Hill Township, Johnson County, Kansas, EXCEPT that part thereof dedicated for 175th Street and Hedge Lane Road.

Benefit Area footage: 2,519.09 linear feet, more or less.

TRACT G

BTM LAND, LLC

4622 Pennsylvania Ave., Suite 700
Kansas City, MO 64112

North side of 175th Street from Hedge Lane to approx. 1/2 mile to the East

All of the South 200.00 feet of the West 2685.18 feet of the Southwest 1/4 of Section 22, Township 14 South, Range 23 East in Spring Hill Township, Johnson County, Kansas, EXCEPT the East 50.00 feet thereof, and EXCEPT that part thereof dedicated for 175th Street and Hedge Lane Road.

Benefit Area footage: 2,580.67 linear feet, more or less.

WaterOne
10747 Renner Blvd
Lenexa, KS 66219

WATER MAIN EXTENSION AGREEMENT
CREATING A BENEFIT AREA
MX-21015BA

This **WATER MAIN EXTENSION AGREEMENT CREATING A BENEFIT AREA**, hereinafter "**Agreement**", made and entered into by and between **City of Gardner, Kansas, a municipal corporation of the State of Kansas**, hereinafter referred to as **Petitioner**, and **Water District No. 1 of Johnson County, Kansas** in the State of Kansas, hereinafter referred to as **WaterOne**, shall govern the conditions of a water main extension and creation of a benefit area in consideration for payment of final costs of said water main extension to provide domestic water service and fire protection to serve property described and identified in the attached **Appendix B**.

CREATION OF A BENEFIT AREA:

1. **WaterOne** does not have a water distribution main sufficiently extended and available at this time to serve said property.
2. **Petitioner** is required to extend a water main along property not owned by **Petitioner** and these Owner(s) will benefit by this main extension. It is agreed and understood that this instrument refers only to the availability of water to the Benefit Area, and that as an additional condition to the actual furnishing of water service to any tract within the Benefit Area, there may be additional, separate, and independent Main Extension Petition and Agreement(s) required to be entered in to with **WaterOne** for each tract to be served, and such **Agreements** shall be entirely separate from this Main Extension Petition and Agreement Creating a Benefit Area.
3. **WaterOne** has determined the boundaries of an area that may be benefited by such water main extension and does by this instrument create a "Benefit Area."
4. The Owner(s) of the area to be potentially benefited will not be required to initially contribute to the cost of the water main extension.
5. **WaterOne** will require the owners of tracts within the Benefit Area other than that now owned by the **Petitioner**, or their successor, hereinafter called "Other Participating Parties", to pay to **WaterOne** a Benefit Area footage charge for each foot, or fraction of a linear foot, of the

tract to be served by a new or increased service connection, a new or increased water meter, fire hydrant, or a distribution water main extension located within the Benefit Area. The Benefit Area footage charge is estimated to be **\$30.58 per foot** based upon the estimated cost as described in the Water Main Extension Section, **Paragraph 1** below. The actual Benefit Area footage charge shall be adjusted up or down in the same proportion that the actual cost varies from the estimated cost, as described in the Main Extension Section, **Paragraph 4** below.

Service connections to **WaterOne's** water distribution system existing on the date of this **Agreement** will not be subject to the terms of this **Agreement** if they are subsequently connected to the water main extension, unless the connection(s) or meter(s) is/are enlarged at the request of the property owners. If a larger meter or connection is installed at the request of the customer prior to **Friday, January 24, 2042**, the appropriate Benefit Area Footage charge as determined by **WaterOne** shall be collected by **WaterOne** and then paid to the **Petitioner**.

WaterOne will pay the collected Benefit Area footage charges within 90 days to the **Petitioner**.

6. A map of the Benefit Area is attached hereto as **Appendix A**. A legal description of each tract within the Benefit Area, or a legal description of the perimeter of the Benefit Area, along with the present property owner of each tract, is attached in **Appendix B**. Each property owner or their successors known to **WaterOne** prior to the time this **Agreement** is executed shall be furnished an unexecuted copy of this **Agreement** to inform them of the Benefit Area that will require their proportionate contribution at the time of any development requiring water service on their respective tract.
7. On **Friday, January 24, 2042**, **WaterOne** shall terminate collection of Benefit Area footage charges and pay to the Petitioner any Benefit Area Footage charges collected prior to **Friday, January 24, 2042** that have not previously been paid to the **Petitioner**. **WaterOne** shall then be fully and finally discharged of all further obligations under this **Agreement**. No consideration or credit shall be given for interest on amounts paid by the **Petitioner** or the Other Participating Parties under this **Agreement**.

All notices and cost reimbursement shall be sent to the **Petitioner** at the address listed in this **Agreement**. The **Petitioner** shall be responsible for notifying **WaterOne** of any change in address within 30 days.

WATER MAIN EXTENSION:

1. **WaterOne** has estimated that it will be necessary to install an extension of **2,680** linear feet of water main at a total estimated cost, including overheads, of **\$160,818.30** for the water main extension in the Benefit Area
2. The **Petitioner** has simultaneously, with the execution and delivery of the **Agreement**, paid to **WaterOne** a deposit, in cash or its equivalent, the amount of the estimated cost, which **WaterOne** will retain without interest, but subject to **Paragraph 4** in the event of overestimation as hereinafter provided.
3. After **WaterOne's** site readiness requirements have been met, **WaterOne** shall proceed with due diligence to install the water main extension described as follows:

Install approximately 2,680 linear feet of 16-inch water main

4. After completion of the work, **WaterOne** will determine the actual cost of the water main extension including overheads. If the actual cost is less than the estimated cost, **WaterOne** will refund the difference to the **Petitioner**. If the actual cost is greater than the estimated cost, the **Petitioner** shall pay the difference to **WaterOne**.
5. **WaterOne** shall retain full ownership of the water main extension, fire hydrants, and other appurtenances, free of any liens and encumbrances, and it shall have the right to repair or replace said extension at any time without consideration of the **Petitioner** or any water consuming customer or customers; also, **WaterOne** shall have the right to extend any water main installed pursuant to this **Agreement** in or to other lands, streets or avenues, and the **Petitioner** or any customer shall not, by reason thereof, be entitled to any reimbursement or payment except as noted in the Creation of a Benefit Area Section, **Paragraph 5** above.
6. All decisions regarding the manner of installation of said mains, the type of materials to be used therein and the maintenance thereof shall be and shall so remain at the exclusive discretion and under the sole control of **WaterOne**.
7. This **Agreement** does not include any costs for fire or domestic service connections. Application and payment to **WaterOne** for any required fire or domestic water service connections shall be entirely separate from this **Agreement**.
8. The **Agreement** shall be subject to the Rules and Regulations of **WaterOne** in effect at the date of this instrument as they are recorded in WaterOne's Administrative Office and as may be amended in the future, and which are made a part hereof by reference.
9. The **Agreement** must be executed on or before **Tuesday, April 26, 2022** to keep the estimated costs as current as practical. After that date, if **WaterOne** determines the actual cost to perform the work may exceed the original estimated cost set forth herein, **WaterOne** reserves the right to require this **Agreement** be amended or a new **Agreement** be executed.
10. If the **Petitioner** delays **WaterOne** from completing construction within six months from the date of acceptance of this **Agreement**, then **WaterOne** may either rescind or terminate this **Agreement** and refund any unexpended deposit or drawn funds or require an amendment to increase the estimate and deposit to offset cost increases in water main construction costs.
11. The **Petitioner** shall provide surveying services as required by **WaterOne** for the water main extension. **Petitioner's** surveyor shall bill the **Petitioner** directly for all surveying services rendered in relation to this **Agreement**, and **Petitioner** agrees to be responsible for all engineering and surveying expenses incurred. The surveyor shall immediately notify **WaterOne** of any water mains or appurtenances that were not installed as staked.
12. **Petitioner** agrees that **WaterOne** shall be the sole and exclusive judge as to the necessity for realignment or change in grade of the water main extension and appurtenances after completion of **Petitioner's** project, and **Petitioner** accepts responsibility for errors in **WaterOne's** system design that are caused by errors, omissions or changes in the site development plans or any other information submitted by the **Petitioner** to **WaterOne**, upon which **WaterOne's** system design is based. **Petitioner** shall be responsible for misinterpretation by **WaterOne** of survey stakes, pins, or other means of layout unless the misinterpretation is due to gross negligence by **WaterOne**.
13. If the Main Extension will be installed in a Present Grant of a Permanent Easement Later to Be Defined, the **Petitioner's** surveyor shall provide the legal description of **WaterOne's** easement within 30 days of the completion of the water main extension.

Petitioner shall provide name of the surveying company and contact information on the lines below.

Name of Surveying Company

Surveyor Contact Name

Surveyor Phone Number

Surveyor E-mail

The **Petitioner** and **WaterOne** have executed this Main Extension and Agreement Creating a Benefit Area as of the date of acceptance by **WaterOne**.

**CITY OF GARDNER, KANSAS
A MUNICIPAL CORPORATION OF THE STATE OF
KANSAS**

By:

Todd Winters, Mayor

**Gonzalo Garcia
1150 E. Santa Fe St.
Gardner, KS 66030**

State of _____)
County of _____) ss:

Be it remembered, that on this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the County and State came **Steve Shute, Mayor of City of Gardner, Kansas**, who is personally known to me to be such officer, and who is personally known to me to be the same person who executed, as such officer, the within instrument on behalf of said **a municipal corporation of the State of Kansas**, and such persons duly acknowledged the execution of the same to be the act and deed of said **a municipal corporation of the State of Kansas**.

In Witness Whereof, I have hereunto set my hand and affixed my official seal, on the day and year last above written.

Notary Public signature

My appointment expires:

Approved as to Form:

By: _____
WaterOne Counsel

Accepted this _____ day of _____, 20____

Water District No. 1 of Johnson County (Kansas)

By: _____
Michael J. Armstrong
General Manager

State of Kansas)
) ss.
County of Johnson)

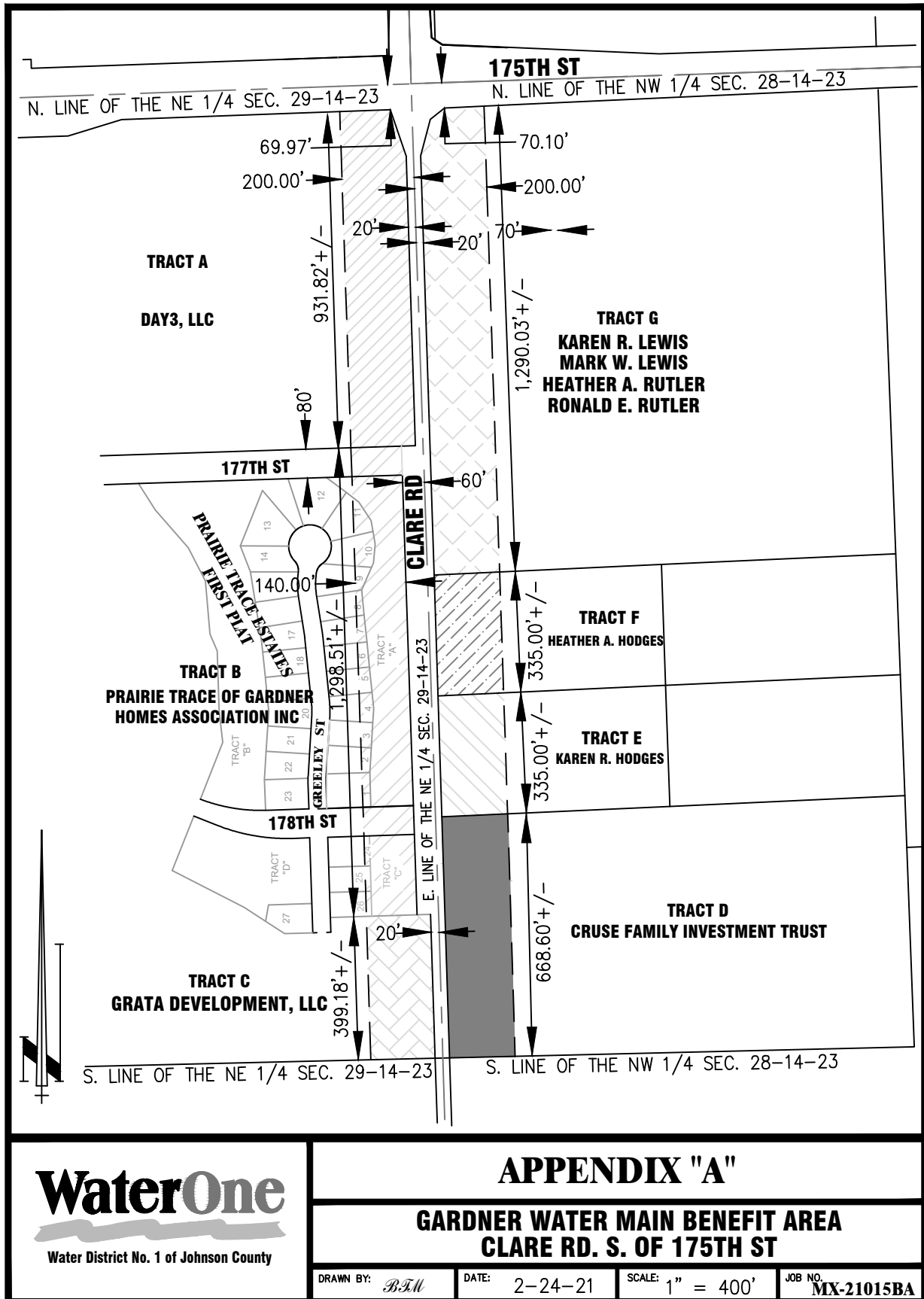
Be it remembered, that on this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **Michael J. Armstrong, General Manager of Water District No. 1 of Johnson County**, a quasi-municipal corporation of the State of Kansas, who is personally known to me to be such Officer of said District and the same person who executed the foregoing instrument as such officer on behalf of said District, and the said Michael J. Armstrong, as such Officer, duly acknowledged the execution of the same to be the act and deed of the said Water District No. 1 of Johnson County.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Notary Public Signature

My appointment expires:

Https://Wateroneks.Sharepoint.Com/Teams/MX-21015BA/Agreements/BA/MX-21015BA APPENDIX A.DWG



MX-21015BA BENEFIT AREA
Appendix B

TRACT A

DAY 3, LLC

6300 W 143rd St., Suite 200
Overland Park, KS 66223

South side of 175th Street, West side of Clare Rd

All of the East 200.00 feet of that part of the Northeast 1/4 of Section 29, Township 14 South, Range 23 East in the City of Gardner, Johnson County, Kansas, lying North of the North right-of-way line of 177th Street, as now established, EXCEPT that part thereof dedicated for Clare Road and 175th Street.

Benefit Area footage: 931.82 linear feet, more or less.

TRACT B

PRAIRIE TRACE OF GARDNER HOMES ASSOCIATION INC

10660 Barkley St., Suite 200
Overland Park, KS 66212

West side of Clare Rd., South the North right-of-way line of 177th St.

All of the East 140.00 feet of "PRAIRIE TRACE ESTATES, FIRST PLAT", a subdivision of land in Section 29, Township 14 South, Range 23 East in the City of Gardner, Johnson County, Kansas.

Benefit Area footage: 1298.51 linear feet, more or less.

TRACT C

GRATA DEVELOPMENT, LLC

6300 W 143rd St., Suite 200
Overland Park, KS 66223

West side of Clare Rd., lying South of the South line of "PRAIRIE TRACE ESTATES, FIRST PLAT"

All of the East 200.00 feet of the Northeast 1/4 of Section 29, Township 14 South, Range 23 East in the City of Gardner, Johnson County, Kansas, lying South of the South line of "PRAIRIE TRACE ESTATES, FIRST PLAT", a subdivision of land in said Township, county, and state, and its Easterly extension thereof, EXCEPT that part thereof dedicated for Clare Road.

Benefit Area footage: 399.18 linear feet, more or less.

TRACT D

CRUSE FAMILY INVESTMENT TRUST

1073 N. 100th Rd.

Baldwin City, KS 66006

East side of Clare Rd., 1/2-mile South of 175th St.

All of the West 200.00 feet of the West 1/2 of the South 668.60' feet of the Northwest 1/4 of Section 28, Township 14 South, Range 23 East in Spring Hill Township, Johnson County, Kansas, EXCEPT that part thereof dedicated for Clare Rd.

Benefit Area footage: 668.60 linear feet, more or less.

TRACT E

Karen R. Hodges

5 Tara Dr.

St. Joseph, MO 64507

East side of Clare Road, approximately 1,800 feet south of 175th Street

All of the West 200.00 feet of the North 335.00.00 feet of the West 1/2 of the South 1,003.60 feet of the West 1/2 of the Northwest 1/4 of Section 28, Township 14 South, Range 23 East in Spring Hill Township, Johnson County, Kansas, EXCEPT that part thereof dedicated for Clare Road.

Benefit Area footage: 335.00 linear feet, more or less.

TRACT F**Heather A. Hodges**

17767 S. Lavery St.

Olathe, KS 66062

East side of Clare Road, 1/4 mile south of 175th Street

All of the West 200.00 feet of the North 335.00 feet of the West 1/2 of the South 1,338.60 feet of the West 1/2 of the Northwest 1/4 of Section 28, Township 14 South, Range 23 East in Spring Hill Township, Johnson County, Kansas, EXCEPT that part thereof dedicated for Clare Road.

Benefit Area footage: 335.00 linear feet, more or less.

TRACT G**Karen R. Lewis, Mark W. Lewis, Heather A. Rutler, & Ronald E. Rutler**

5 Tara Drive

St. Joseph, MO 64057

South side of 175th Street, Clare Road to approx. 1/4 mile to the South

All of the West 200.00 feet of that part of the West 1/2 of the Northwest 1/4 of Section 28, Township 14 South, Range 23 East in Spring Hill Township, Johnson County, Kansas, described in the Quit Claim Deed recorded at Book 202107, Page 006776, Instrument Number 202107160006776, EXCEPT that part thereof dedicated for Clare Road and 175th Street.

Benefit Area footage: 1,290.03 linear feet, more or less

COUNCIL ACTION FORM

CONSENT AGENDA ITEM No.12

MEETING DATE: MARCH 7, 2022

STAFF CONTACT: JIM PRUETTING, CITY ADMINISTRATOR

Agenda Item: Consider authorizing the execution of a contract with Riverside Strategic Solutions, LLC for consulting services.

Strategic Priority: Fiscal Stewardship

Department: Administration

Staff Recommendation:

Staff recommends authorizing the execution of a one-year contract with Riverside Strategic Solutions, LLC for consulting services in the amount of \$90,000.

Background/Description of Item:

In 2021, Congressional leaders announced the return of earmarks after a decade-long moratorium. There are currently significant pools of money available to public entities through these earmarks and the appropriations process. Gardner currently has two major projects that qualify for federal funds assistance: the expansion of the city's wastewater infrastructure capacity and the Gardner Interchange Bridge Project.

Staff is currently working on identifying multiple funding sources to assist with these projects, including grants and appropriations from both the county and the state. However, as the cost of these projects is substantial, obtaining additional funding from the federal level would supplement any funds received from other sources, helping to lessen the cost burden of these projects on Gardner tax and rate payers. Therefore, enhanced federal engagement through a proven lobbying presence is a logical strategic investment given our urgent funding needs.

Financial Impact:

One-year contract cost of \$90,000 that is not accounted for in the current 2022 budget.

Attachments included:

- Riverside Strategic Solutions, LLC Contract

Suggested Motion:

Authorize the City Administrator to execute a one-year contract with Riverside Strategic Solutions, LLC for consulting services in the amount of \$90,000.

Riverside Strategic Solutions, LLC
Contract for Federal Relations Representation with
City of Gardner, Kansas
February 28, 2022

This Agreement sets forth the terms by which Riverside Strategic Solutions, LLC. (hereinafter "Riverside"), a Commonwealth of Virginia Limited Liability Corporation with its primary place of business at 8622 Buckboard Drive, Alexandria, VA, 22308, and the City of Gardner, Kansas (hereinafter "Gardner"), with its primary offices at 120 E. Main Street, Gardner, KS, 66030, in connection with the engagement described herein.

1. Mutual Understanding. Gardner has expressed its interest in pursuing federal appropriations to support its two top priority community development projects: 1) the Gardner Wastewater Infrastructure Project, and 2) the Gardner Road Bridge Interchange Improvement Project. Riverside proposes to provide Gardner with federal relations, communications and consultant services during the period described below, specifically pertaining to, but not limited to, the Department of Transportation Appropriations Act, 2023, and the Department of Housing and Urban Development Appropriations Act, 2023. Riverside shall work with Gardner in the development and execution of a strategic advocacy plan targeting specific Members of Congress and their staff to which Gardner has a direct constituent relationship, and the Members and staff of the Appropriations Committees of the U.S. House of Representatives and the Senate.

Riverside, however, gives no assurances and makes no representations as to the specific results of its services, or the response and timeliness of actions taken by relevant U.S. government officials and their staffs, or by others.

Gardner confirms its understanding that Riverside will maintain its registration under the Lobbying Disclosure Act of 1995, as amended (2 USC §1601 et seq.) should it determine that such registration is required.

2. Terms and Compensation. This Agreement shall last for ten (10) calendar months, beginning March 1, 2022, and ending December 31, 2022. For professional services rendered during the term of this Agreement, Gardner shall compensate Riverside in monthly installments of seven thousand five hundred dollars (\$7,500 USD), plus any related expenses as mutually agreed to. The first payment shall be due upon the signing of this Agreement. Each subsequent month, payments shall be due in advance and on the first day of each month, with invoices paid within thirty (30) calendar days of the invoice date. A monthly activity report shall be included with each invoice from Riverside summarizing the activities for the prior month. Any travel outside the Washington, D.C. region (50 miles) on behalf of Gardner shall also be pre-approved and subject to reimbursement. Either party may terminate this

Agreement at any time by giving written notice to the other party at least thirty (30) days prior to the proposed date of termination.

3. Assignment. Neither party shall assign any of its rights nor delegate any of its duties or obligations under this Agreement without the express written consent of the other party.

Riverside and Gardner shall comply with all applicable laws and shall indemnify the other for any liability or expense (including reasonable attorneys' fees) that may be incurred as a result of the other's failure to comply with such laws. Neither during the term of this Agreement, nor for the three (3) year-period, thereafter, shall either party make any public statement about the other which could reasonably be perceived as damaging to the reputation of the other party.

4. Dispute Resolution. In the event of a dispute arising out of or related to this Agreement or its breach, both parties agree to use their best efforts to resolve such dispute through negotiation. In the event that the dispute cannot be resolved using such means, relief may be preferably sought through arbitration as governed by the laws of the State of Kansas.

5. Entire Agreement. This Agreement sets forth the complete agreement between both parties relating to the subjects herein. It may only be modified by a written agreement that is expressly declared to be an amendment to this Agreement and is signed by both parties.

6. Presumption. While Riverside has tendered this Agreement, it has done so as a matter of convenience to the parties and this Agreement or any section thereof shall not be construed against either party due to the fact the party drafted the Agreement or section. This Agreement shall be construed pursuant to the plain meaning of its terms.

(Signature Page Follows)

In witness whereof, the authorized representatives of Riverside and Gardner do hereby execute this Agreement.

By: _____

Kevin W. Jones
Founding Partner
Riverside Strategic Solutions, LLC.

Agreed to and accepted on this date: _____.

By: _____

Jim Pruetting
City Administrator
City of Gardner, KS

Agreed to and accepted on this date: _____.

COUNCIL ACTION FORM

CONSENT AGENDA ITEM NO. 13

MEETING DATE: MARCH 7, 2022

STAFF CONTACT: KELLEN HEADLEE, PUBLIC WORKS DIRECTOR

Agenda Item: Amendment with Affinis Corp. to provide additional design services for the Waverly Road, 175th Street to Madison project

Strategic Priority: Infrastructure and Asset Management

Department: Public Works

Staff Recommendation:

Staff recommends authorizing Amendment No. 2 with Affinis Corp. to provide additional design services for the Waverly Road, 175th Street to Madison project in an amount not to exceed \$41,870.

Background/Description of Item:

The City originally entered into an agreement with Affinis to provide design services to improve Waverly Road from Santa Fe to Madison. Addendum No. 1 was later approved to provide redesign of the Madison and Waverly intersection and extend the project from 175th Street to US-56.

The City then added design and construction of a trail along 175th Street from Kill Creek Road to Waverly Road. The purpose of Addendum No. 2 is to add the following services:

- Design a trail from Kill Creek Road to Waverly Road.
- Redesign of the intersection at Waverly Road and US-56 per KDOT.

Financial Impact:

The City's portion of the project costs (including design costs) will be initially funded with cash from the Special Highway Fund and then reimbursed with debt proceeds when General Obligation Bonds are issued to finance the infrastructure improvements. The Special Highway Fund will make annual transfers to the Debt Service Fund for annual debt service payments.

The additional cost of Amendment No. 2 is still within the overall project budget.

Attachments included:

- Addendum

Suggested Motion:

Authorize the City Administrator to execute Amendment No. 2 with Affinis Corp. to provide additional design services for the Waverly Road, 175th Street to Madison project in an amount not to exceed \$41,870.



**ADDITIONAL SERVICES
AGREEMENT BETWEEN
AFFINIS CORP AND CITY OF
GARDNER, KS**

Client:	City of Gardner	Client Address:	120 E. Main Street
Contact:	Tim McElDowney, P.E.		Gardner, KS 66030
Date:	March 2, 2022		
Project:	Waverly Road Improvements	Project Location:	Waverly Road

This ASA scope and fee is a supplement to the original professional services agreement dated: December 3, 2018.

Scope:

- Perform field and control surveys of north right-of-way along 175th Street between Kill Creek Road and Waverly Road. Gather utility information on facilities and plat information in the corridor. Develop project base map from survey information.
- Design sidewalk and ADA ramp improvements along 175th Street between Kill Creek Road and Waverly Road. Prepare construction documents for Alternate No. 3 – 175th Street Trail Extension of the Waverly Road Improvement project construction contract
- Revise geometric improvements at the US-56/Waverly Road intersection based on KDOT review comments. KDOT determined the improvements will require completion of their Access Permit process. Revise easement and right-of-way documents as needed for KDOT required design changes.

Detailed tasks are included in Exhibit A.

Fee Amount / Arrangement: \$41,870.00 (Forty thousand nine hundred fifty dollars)

Prepared By: Kristen Leathers-Gratton – Principal, Affinis Corp
Name / Title

Offered By:

Kristen Leathers-Gratton 03/02/2022
Signature Date

Kristen Leathers-Gratton
Principal

Name / Title

Affinis Corp
Company

Accepted By:

Signature Date

Name / Title

City of Gardner, Kansas
Client

If this agreement is acceptable and fully sets forth all of the items of our understanding, please sign on the lines provided and send back to our office. A copy is also provided for your records.

The Terms and Conditions of this ASA are the same as the original agreement.

Exhibit A: Supplement 2 Scope of Services

This supplement includes additional services resulting from following changes in scope:

- Perform field and control surveys of north right-of-way along 175th Street between Kill Creek Road and Waverly Road. Gather utility information on facilities and plat information in the corridor. Develop project base map from survey information.
- Design sidewalk and ADA ramp improvements along 175th Street between Kill Creek Road and Waverly Road. Prepare construction documents for Alternate No. 3 – 175th Street Trail Extension of the Waverly Road Improvement project construction contract.
- Revise geometric improvements at the US-56/Waverly Road intersection based on KDOT review comments. KDOT determined the improvements will require completion of their Access Permit process. Revise easement and right-of-way documents as needed for KDOT required design changes.

The following tasks provide more detail related to the scope changes described above.

1. Data Collection

- a. Perform field and control surveys of north right-of-way along 175th Street between Kill Creek Road and Waverly Road. Gather utility information on facilities and plat information in the corridor. Develop project base map from survey information.

2. Design and Construction Documents.

- a. Design sidewalk and ADA ramp improvements along 175th Street between Kill Creek Road and Waverly Road. Prepare construction documents for a change order to the Waverly Road Improvement project construction contract.
- b. Coordinate trail extension alignment with Southern Star Central Gas Pipeline.
- c. Coordinate with and notify utilities for proposed improvements on 175th Street.
- d. Meet and correspond with City as necessary in connection with this supplemental scope of work. (Assumes one (1) meeting).
- e. Revise right-of-way and easements documents for one (1) property at US-56 and Waverly Road.

3. KDOT Permit

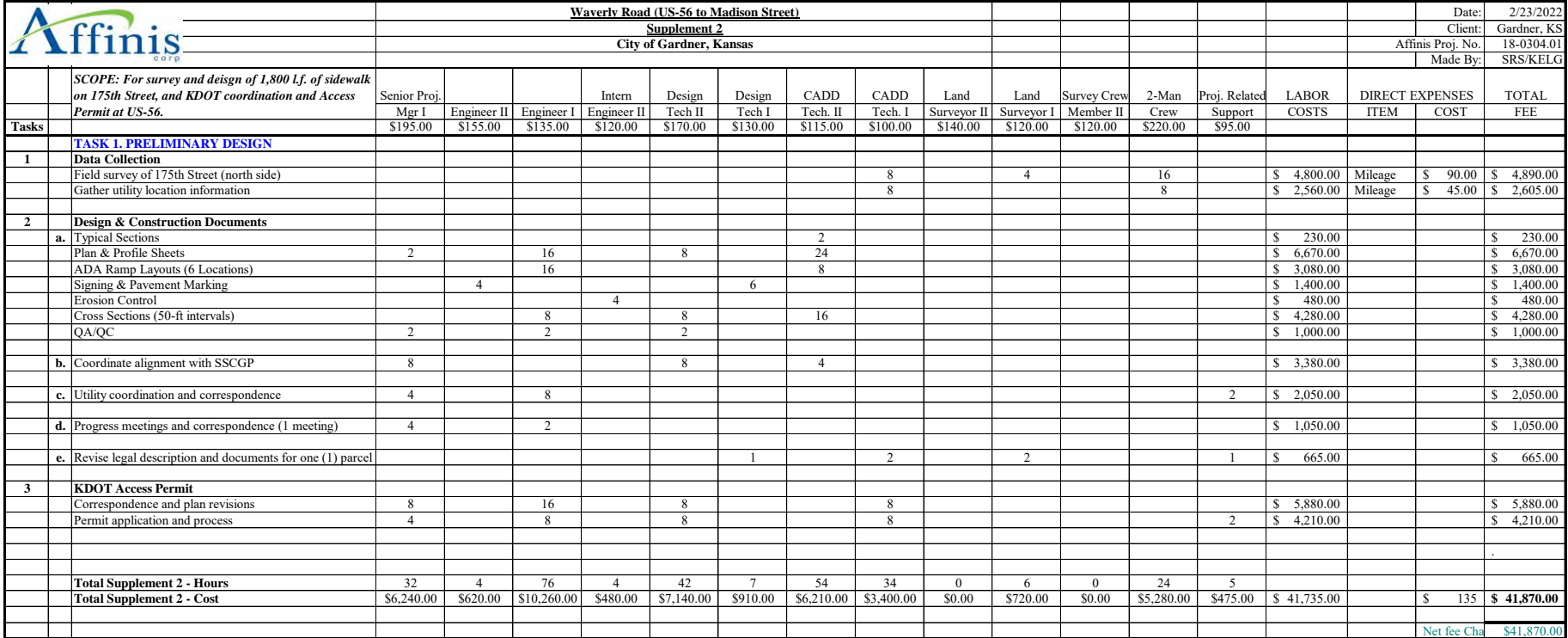
- a. Coordinate with KDOT for improvements adjacent to US-56. Preliminary and final plans will be submitted to KDOT for review. This includes Access permit process and application.

Fee:

The fee for tasks not completed from the original scope have been adjusted for current 2022 billing rates. The additional amount is included in the proposed fee.

Completion Time:

The Consulting Engineer hereby agrees to complete final plans by **March 15, 2022**.



COUNCIL ACTION FORM

NEW BUSINESS ITEM NO. 1

MEETING DATE: MARCH 7, 2022

STAFF CONTACT: MATT WOLFF, FINANCE DIRECTOR

Agenda Item: Consider adopting an ordinance adopting a City of Gardner Base Salary Structure and City of Gardner Sworn Officer Salary Structure- Fiscal Year 2022, as well as approving a Cost of Living Adjustment for all City employees and an updated compensation plan for Sworn Officers of the Gardner Police Department

Department: Finance Department

Staff Recommendation:

Staff recommends approving the following:

- A Cost of Living Adjustment (COLA) of 2% for all City staff; and
- An updated compensation plan, including market adjustments, updated promotional ladders, and signing bonuses for Sworn Officers of the Gardner Police Department; and
- An ordinance adopting an updated salary schedule that reflects the changes being made to Sworn Officer pay

Background/Description of Item:

The Governing Body has requested that staff review compensation and provide recommendations for both the Police Department and for staff in general. Staff has created a compensation package that provides for a COLA for all members of City staff, and for additional pay adjustments for Sworn Officers of the Gardner Police Department.

Cost of Living Adjustment:

Staff recommends a COLA of two percent (2%) for all City staff (including Sworn Officers in the Police Department) in order to help to relieve strong wage compression issues that originate from multiple sources, including increased starting wages in both the public and private sectors, and enhanced compensation packages being offered by other area municipalities with whom the City traditionally competes for employees. An inflation rate of seven percent (7%) further compounds these issues, making a COLA for all City staff an important means of employee retention.

Sworn Officer Retention and Recruitment:

The ability to attract and retain Sworn Officers is a national issue. Each year, Johnson County conducts a survey of law enforcement agency wages for Sworn Officers. Based on the results of this survey, staff determined that a \$1.85 increase per hour for all Sworn Officers is necessary in order to bring the Sworn Officer pay up to the area average and for the City of Gardner to continue to provide competitive compensation. This increase will assist with recruitment, as it will allow the City to offer a more competitive starting wage, and with retention, by bringing current pay into the average range for local jurisdictions.

Salary ranges for Sworn Officers (Police Officers – Sergeants) will also be modified so that the maximum of the range is increased to be more consistent with the maximum

range of other area jurisdictions, offering the City's Sworn Officers a higher maximum earning potential, helping to improve retention.

Additionally, promotional ladders for Sworn Officers are being expanded, offering four (4) levels for Police Officers, three (3) levels for Detectives and Corporals, and two (2) levels for sergeants. These promotional ladders are based on time of service, and provide for a five percent (5%) pay increase to Sworn Officers holding these positions with every five (5) years of service with the City of Gardner in that specific position. This allows employees to better understand how their pay will increase with time of service, again helping to improve retention.

Finally, to aide in recruitment, a signing bonus for new hires will be offered. This bonus will be set at \$3,000 for transfers of certified officers, and \$2,000 for new recruits

Salary Schedule Changes:

Due to the increased minimum and maximum pay for Sworn Officers and the addition of time of service based career ladders, staff determined that Sworn Officers should be removed from the current salary schedule and placed in a separate "Sworn Officer" pay schedule, as the pay for these positions no longer matches the current pay ranges for the City. The salary schedule for the balance of City staff, including those working in civilian positions within the Police Department, remains unchanged.

Financial Impact:

The estimated cost of the 2% COLA for all employees is \$178,800 across all funds. The estimated cost of the market adjustment for Sworn Officers is \$123,200 and will only impact the General Fund. The total estimated cost is \$302,000. Wage adjustments will also affect payroll taxes and overtime wages; but these will be partially offset by less overtime hours.

Attachments Included:

- Ordinance with updated salary schedule

Suggested Motion:

Approve

- A Cost of Living Adjustment (COLA) of 2% for all City staff; and
- An updated compensation plan, including market adjustments, updated promotional ladders, and signing bonuses for Sworn Officers of the Gardner Police Department; and

Adopt Ordinance 2727, an ordinance adopting a revised City of Gardner Base Salary Structure and City of Gardner Sworn Officer Salary Structure- Fiscal Year 2022

ORDINANCE NO. 2727

AN ORDINANCE ADOPTING A REVISED CITY OF GARDNER BASE SALARY STRUCTURE AND CITY OF GARDNER SWORN OFFICER SALARY STRUCTURE - FISCAL YEAR 2022

WHEREAS, the City Code at Section 2.10.100(F) provides that the City Administrator shall recommend an appropriate position and classification system and pay plan and shall further recommend advancements and appropriate pay increases within the approved pay plans and position classification system to the Mayor and City Council; and the City Code at Section 2.40.040 provides that the pay scale of the various City officers and employees shall be established by City ordinance; and

WHEREAS, the Governing Body desires to implement changes to the Base Salary Structure regarding position classification;

WHEREAS, the Governing Body desires to create a separate Sworn Officer Salary Structure;

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF GARDNER, KANSAS

SECTION ONE: Adoption of a revised City of Gardner Base Salary Structure and City of Gardner Sworn Officer Salary Structure- Fiscal Year 2022: The attached hereto as Exhibit A is hereby adopted.

SECTION TWO: Any prior ordinances adopting any City of Gardner Base Salary Structure and Pay Plan are hereby amended and repealed to be consistent with Exhibit A attached hereto.

PASSED by the City Council this 7th day of March, 2022.

SIGNED by the Mayor this 7th day of March, 2022.

CITY OF GARDNER, KANSAS

(SEAL)

Todd Winters, Mayor

Attest:

Amy Nasta, Deputy City Clerk

Approved as to form:

Ryan B. Denk, City Attorney

City of Gardner Base Salary Structure Fiscal Year 2022

Range	Position	Monthly Minimum	Monthly Maximum
1	Airport Maintenance Worker Assistant Court Clerk Customer Service Representative Police Clerk	\$2,441	\$3,661
2	Accounting Clerk Administrative Assistant Animal Control Officer Maintenance Worker - Streets/Line/Parks/Water/Sewer Mechanic Meter Reader/Technician Municipal Court Clerk Police Records Clerk Utility Inventory Clerk	\$2,816	\$4,225
3	Code Enforcement Officer Engineering Tech I Maintenance Worker- Electric Payroll Clerk Planning Technician Plant Operator- Water/Wastewater Property Evidence Technician Recreation Specialist Senior Maintenance Worker Streets/Line/Parks/Plant Utility Billing Specialist	\$3,250	\$4,876
4	Apprentice Electric Lineman Apprentice Electric Operator Building Inspector Chief Operator-Water/Wastewater Crew Leader Parks/Streets/Line Engineering Technician II/Public Works/Utilities Recreation Supervisor Risk Coordinator Senior Maintenance Worker - Electric Special Events Coordinator	\$3,752	\$5,626
5	Accountant Building Maintenance Supervisor Executive Assistant GIS Analyst Information Technology Specialist Planner Human Resources Partner	\$4,329	\$6,493
6	City Clerk Grant Program Coordinator Journeyman Electric Operator Journeyman Lineman Journeyman Meterman Line Maintenance Superintendent Management Analyst Parks Superintendent Plant Superintendent Water/Wastewater Principal Planner Recreation Superintendent Senior Accountant	\$4,980	\$7,468

7	Chief Planner Lead Electric Operator Lead Lineman Public Works Superintendent Senior Management Analyst Staff Engineer/Public Works/Utility	\$5,725	\$8,588
8	Business Services Manager Communications Manager Electric Distribution Manager Fiscal Services Manager Human Resources Manager Information Technology Manager Senior Staff Engineer	\$6,585	\$9,877
9	Business and Economic Development Director City Engineer Parks and Recreation Director Utility Manager	\$7,572	\$11,358
10	Deputy City Administrator Finance Director Public Works Director Utility Director	\$8,708	\$13,062

- Does not include the City Administrator

City of Sworn Officer Salary Structure Fiscal Year 2022			
Range	Position	Monthly Minimum	Monthly Maximum
PD-A1	Police Officer I	\$3,833	\$6,500
PD-A2	Police Officer II	\$4,025	\$6,500
PD-A3	Police Officer III	\$4,226	\$6,500
PD-A4	Police Officer IV	\$4,438	\$6,500
PD-B1	Police Corporal I Police Detective I	\$4,667	\$7,208
PD-B2	Police Corporal II Police Detective II	\$4,900	\$7,208
PD-B3	Police Corporal III Police Detective III	\$5,145	\$7,208
PD-C1	Police Sergeant I	\$5,500	\$7,917
PD-C2	Police Sergeant II	\$5,775	\$7,917
PD-D	Police Captain	\$6,585	\$9,877
PD-E	Chief of Police	\$8,708	\$13,062

City of Gardner, KS

Council Actions

March 7, 2022

The City Council took the following actions at the March 7, 2022, meeting:

1. Heard a presentation on the Johnson County Transit Pilot Projects.
2. Approved the minutes as written for the regular meeting on February 21, 2022. (Passed unanimously)
3. Approved City expenditures prepared February 18, 2022 in the amount of \$118,413.91, February 18, 2022 in the amount of (-\$6,656.84), and February 25, 2022 in the amount of \$431,875.96. (Passed unanimously)
4. Authorized the City Administrator to enter into a contract with HPI Energy for Phase 2 of the Gas Turbine Control Systems Upgrade for a lump sum cost of \$1,180,761.19. (Passed unanimously)
5. Authorized the City Administrator to execute a contract with She Digs It, LLC in an amount not to exceed \$907,192.00 for the Prairie Trace West Lift Station project. (Passed unanimously)
6. Authorized the City Administrator to execute an agreement with the Gardner Chamber of Commerce for business services for one year, ending December 31, 2022, in the amount of \$40,000. (Passed unanimously)
7. Appointed Mark Grant to serve on the Utility Advisory Commission with a term expiring January 2023 and appointed Nathaniel Plahn to serve on the Utility Advisory Commission with a term expiring February 2025. (Passed unanimously)
8. Reappointed Harrison Hall and Stefanie Shaver to serve on the Economic Development Advisory Committee with a term expiring November 2024. (Passed unanimously)
9. Appointed Cleverson Souza to serve on the Planning Commission with a term expiring March, 2024. (Passed unanimously)
10. Appointed Lead City Prosecutor, Brett Richman, effective March 7, 2022. (Passed unanimously)
11. Appointed City Prosecutor, Nora Cooper, effective March 7, 2022. (Passed unanimously)
12. Authorized the Mayor to execute agreements between WaterOne and the City of Gardner to create two special benefit districts (Grata). (Passed unanimously)
13. Authorized the City Administrator to execute a one-year contract with Riverside Strategic Solutions, LLC for consulting services in the amount of \$90,000. (Passed 4-1, Roberts - No)
14. Authorized the City Administrator to execute Amendment No. 2 with Affinis Corp. to provide additional design services for the Waverly Road, 175th Street to Madison project in an amount not to exceed \$41,870. (Passed unanimously)
15. Approved a Cost of Living Adjustment (COLA) of 2% for all City staff; and an updated compensation plan, including market adjustments, updated promotional ladders, and signing bonuses for Sworn Officers of the Gardner Police Department; and adopted Ordinance 2727, an ordinance adopting a revised City of Gardner Base Salary Structure and City of Gardner Sworn Officer Salary Structure-Fiscal Year 2022. (Passed unanimously)